

MARCOLIN S.P.A.

CONDITIONAL NOTICE OF REDEMPTION

€350,000,000 6.125% Senior Secured Notes due 2026

RULE 144A:

ISIN: XS2346564060

COMMON CODE: 234656406

REGULATION S:

ISIN: XS2346563500

COMMON CODE: 234656350

Marcolin S.p.A. (the “Issuer”) gives notice to the holders (the “Holders”) of its €350,000,000 6.125% Senior Secured Notes due 2026 (the “Notes”) of the conditional redemption of the entire aggregate principal amount of outstanding Notes (the “Redeemed Notes”) in accordance with paragraph 5(b) and 8 thereof and Section 3.03 of the indenture, dated as of May 27, 2021 (as amended and supplemented from time to time, the “Indenture”), among the Issuer, The Law Debenture Trust Corporation p.l.c, as trustee and common representative of the Holders of the Notes (*rappresentante comune*) pursuant to articles 2417 and 2418 of the Italian Civil Code (in such capacity, the “Trustee”), U.S. Bank Europe DAC (f/k/a Elavon Financial Services DAC), as paying agent, transfer agent, registrar and authenticating agent (in such capacity, the “Paying Agent”), and UniCredit S.p.A., as security agent and security representative pursuant to article 2414-bis. Paragraph 3, of the Italian Civil Code of the Holders of the Notes. Capitalized terms used herein and not defined in this conditional notice of redemption (this “Conditional Notice of Redemption”) have the meanings given to them in the Indenture. The terms and conditions of the redemption are as follows:

1. The redemption date for the Redeemed Notes will be December 23, 2025, or such later day, subject to the conditions set forth herein being satisfied or waived (the “Redemption Date”) and the record date will be December 22, 2025.

2. The Notes are being redeemed in full pursuant to Paragraph 5(b) of the Notes and the aggregate redemption price for the Redeemed Notes will comprise (i) the redemption price of 100.000% of the aggregate principal amount of the Redeemed Notes, amounting to €350,000,000 and (ii) accrued and unpaid interest and Additional Amounts, if any, from November 15, 2025 (the last interest payment date for which interest on the Notes was paid) to, but not including, the Redemption Date, amounting to €2,231,849.32 (together, the “Redemption Amount”). If the Redemption Date is not a Business Day, payment shall be made on the next succeeding day that is a Business Day and no interest shall accrue for the intervening period.

3. The redemption of the Redeemed Notes is conditional upon (i) the completion of the acquisition of the entire issued share capital of the Issuer by VSP Vision, and (ii) receipt by the Paying Agent of an amount of cash in Euro from, or on behalf of, the Issuer sufficient to pay the Redemption Amount payable to the Holders, prior to 11:00 a.m., London time, on the Redemption Date (or pursuant to such other arrangements as may be agreed with the Paying Agent and the Trustee). Accordingly, none of the Redeemed Notes

shall be deemed due and payable on the Redemption Date unless and until the conditions set forth herein are either satisfied or waived by the Issuer in its sole discretion. If the Redemption Date is not a Business Day, payment shall be made on the next succeeding day that is a Business Day and no interest shall accrue for the intervening period. If any of the conditions set forth herein are not satisfied or waived, the Notes will continue to be outstanding, no Redemption Amount will be paid, interest shall continue to accrue in accordance with the terms of the Indenture and the Notes, and any Notes previously surrendered to the Paying Agent shall be returned to the Holders of the Notes thereof.

4. In the event that, in the Issuer's reasonable belief, the conditions described in paragraph 3 above will not be satisfied or waived by the Issuer in its sole discretion on or before the Redemption Date, the Issuer may, in its discretion, postpone the Redemption Date to a date that is not more than 60 days after the date of this Conditional Notice of Redemption. If the Issuer elects to postpone the Redemption Date, the Issuer will notify the Holders, the Trustee and the Paying Agent on or prior to the Redemption Date of (i) its election to postpone the Redemption Date, (ii) the new redemption date and (iii) the updated Redemption Amount.

5. The redemption may not occur and such Conditional Notice of Redemption may be rescinded in the event that any or all conditions of which at paragraph 3 above shall not have been satisfied by the Redemption Date, or by the redemption date so delayed pursuant to paragraph 4 above.

6. The Redeemed Notes must be presented and surrendered to the Paying Agent, which is U.S. Bank Europe DAC., Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, Ireland D18 W2X7, to collect the Redemption Amount.

7. Unless the Issuer defaults in making payments of the Redemption Amount or the Paying Agent is prohibited from making such payment pursuant to the terms of the Indenture, interest on the Redeemed Notes shall cease to accrue on and after the Redemption Date.

8. No representation is made as to the correctness or accuracy of the Common Codes and ISIN and numbers listed in this Conditional Notice of Redemption or printed on the Notes.

9. This Conditional Notice of Redemption is given on December 12, 2025.

This Conditional Notice of Redemption is given by Marcolin S.p.A., as the Issuer.

Enquiries about this Conditional Notice of Redemption should be directed to the Issuer as set out below:

Marcolin S.p.A.

Zona Industriale Villanova 432013 Longarone (BL), Italy