

SANLORENZO

Sanlorenzo S.p.A.

Registered office in via Armezzone 3, Ameglia (SP) – Share capital €35,019,221 fully paid-in
Company Register of Riviere di Liguria – Imperia La Spezia Savona and tax code: 00142240464
www.sanlorenzoyacht.com
Traditional management and control system

Explanatory report on the sixth item on the agenda of the ordinary shareholders' meeting

Report on the “Simpson Marine Plan”.

Related and consequent resolutions.

Explanatory report on the sixth item on the agenda of the ordinary shareholders' meeting

6. **Resolutions pursuant to Article 114-bis of Italian Legislative Decree no. 58 of 24 February 1998 and subsequent amendments, regarding the establishment of a compensation plan based on financial instruments called “Simpson Marine Plan”.
Related and consequent resolutions.**

Shareholders,

We hereby submit for your approval, pursuant to Article 114-bis of Italian Legislative Decree no. 58 of 24 February 1998 (the “**Italian Consolidated Law of Finance**” or “**TUF**”), a compensation plan based on financial instruments, aiming to ensure incentive and loyalty, called the “Simpson Marine Plan” (hereinafter, the “**Plan**”) and restricted to a small number of directors, executives, employees and collaborators of the company Simpson Marine Ltd incorporated under the laws of Hong Kong (“**Simpson Marine**” or the “**Company**”) and controlled by Sanlorenzo S.p.A. (“**Sanlorenzo**”) pursuant to Article 93 of the TUF, concerning shares of the Company, as described in this explanatory report and in the information document on the Plan (the “**Information Document**”), prepared pursuant to Article 84-bis of Consob Regulation no. 11971 of 14 May 1999, as subsequently amended (hereinafter the “**Issuers' Regulation**”), and in accordance with Annex 3A, Scheme 7 of such Issuers' Regulation, is attached to this explanatory report and made available to the public, together with such, in the manner and within the terms set forth by law. Please therefore refer to the Information Document for any further information on the Plan.

1. Reasons for adopting the Plan

The purpose of the Plan is to contribute to the sustainable success of the Company and the Group and to the generation of long-term value through the incentive and retention of key resources of Simpson Marine, which joined the Group in March 2024. More specifically, the Plan seeks to set up an incentive mechanism in favour of Simpson Marine's key resources, through their involvement in the Company's corporate structure, incentivising their alignment with the interests of Sanlorenzo and accordingly its shareholders and in the pursuit of the sustainable success of the Company and the Group and the generation of long-term value, while at the same time retaining the beneficiaries and contributing to the retention of their specific skills in the Group.

The proposal relating to the adoption of the Plan was formulated by Sanlorenzo's Board of Directors (the “**Board of Directors**”) with the involvement and prior favourable opinion of the Remuneration Committee established within the Board of Directors (the “**Remuneration Committee**”) in accordance with the applicable provisions of the Corporate Governance Code approved by the Corporate Governance Committee, to which Sanlorenzo adheres.

Furthermore, the adoption of compensation plans based on financial instruments is recommended by Article 5 of the Corporate Governance Code, and in particular by Principle XV and Recommendations 27 and 28, and is envisaged by Article 2.2.3, paragraph 3, letter o) of the Regulation governing the markets organised and managed by Borsa Italiana S.p.A. (we would recall that Sanlorenzo qualifies as “STAR”), and the Company's “Remuneration Policy”, as described in the Report on the policy regarding remuneration and fees paid drafted pursuant to Article 123-ter of the TUF and related implementing rules, which will be available within the terms of the law on Sanlorenzo's website (www.sanlorenzoyacht.com, in the Section “Corporate Governance/Shareholders' Meeting/Ordinary and Extraordinary Shareholders' Meeting 26 April 2024”).

2. Purpose and methods of implementation of the Plan

The Plan provides that each of the Beneficiaries identified by the Board of Directors, subject to the opinion or proposal of the Remuneration Committee, within the categories of recipients indicated in Paragraph 3 below (hereinafter, the “**Beneficiaries**”), shall be entitled to subscribe to Simpson Marine shares at nominal amount, in the number established by the Board of Directors after the opinion or proposal of the Remuneration Committee, and then, to sell them back to the Company at a variable and rewarding price based on the time elapsed since their subscription, as detailed below.

It is proposed to determine the maximum total number of Simpson Marine shares to be allotted to the Beneficiaries for the execution of the Plan as 18,154 shares, representing 15% of Simpson Marine's share capital post the Capital Increase referred to below.

In order to implement the Plan, in the event of its approval by the shareholders' meeting of Sanlorenzo, a proposal will be submitted to the competent bodies of Simpson Marine to resolve upon (i) an increase in the share capital of the Company reserved to the Beneficiaries, to be carried out through the issue of a maximum total of 18,154 new shares, for a total maximum nominal amount of HK\$ 1,815,400 (the “**Capital Increase**”); and (ii) an increase in the Company's share capital reserved for the Company's minority shareholder Michael Rowland Simpson, for anti-dilutive purposes, to be carried out by issuing a total maximum of 482 new shares, for a total maximum nominal amount of HK\$ 48,200. The 18,154 shares to be issued under the Capital Increase will represent 15% of the Company's share capital following the execution of both of these capital increases.

At the date of this Report, Sanlorenzo holds 95% of the shares in Simpson Marine, with the remaining 5% held by Michael Rowland Simpson.

Simpson Marine shares are not traded on a regulated market.

The Plan will not receive any support from the Special Fund for the Encouragement of Workers' Participation in Enterprises, referred to in Article 4, paragraph 112, of Italian Law no. 350 of 24 December 2003.

3. Plan recipients

The Plan is intended for key resources who, on the grant date of subscription rights to Simpson Marine shares by the Board of Directors (the “**Assignment Date**”), are directors, officers, employees or collaborators of Simpson Marine.

Upon the proposal or advice of the Remuneration Committee, the Board of Directors shall identify individual Beneficiaries from within the above categories, choosing them from among those whom it deems to hold key positions for Simpson Marine and therefore for the Group.

Upon the proposal or advice of the Remuneration Committee, the Board of Directors shall determine the number of Simpson Marine shares that each Beneficiary shall be entitled to subscribe, taking into account the number, category, organisational level, responsibilities and professional skills of the Beneficiaries.

Under the Plan, subscription rights for Simpson Marine shares may be granted to the Beneficiaries by the Board of Directors by 31 December 2024.

The subscription of Simpson Marine shares by the Beneficiaries will be at their nominal amount (equal to HK\$ 100 per share).

The Beneficiary shall subscribe for the Simpson Marine shares allotted to them within 3 (three) months of the assignment of the right to their subscription and shall pay to Simpson Marine the relevant par value in accordance with the timeframe indicated in the Plan Regulation and/or in the Contract that will govern the Call Option and the Put Option.

4. Duration of the Plan and terms and conditions for exercising the rights

The Plan provides that the Beneficiaries have the right to sell the Simpson Marine shares they have subscribed to Sanlorenzo - and that Sanlorenzo has the right to purchase them - on different terms.

In particular, the Plan envisages the following:

- A. a Call Option in favour of Sanlorenzo concerning the Simpson Marine Shares held by the Beneficiary that can be exercised under the following terms and conditions:
 - (i) in the event of of termination of the Beneficiary's directorship, or employment relationship, or relationship with Simpson Marine (hereinafter, the "**Relationship**") prior to the expiration of the term of three (3) years from the date of the Capital Increase (the "**Vesting Period**") in the event of a bad leaver: in such event, the exercise price of the Call Option (and therefore of the Simpson Marine shares held by the Beneficiary) shall be equal to the par value of the Simpson Marine share multiplied by the number of Simpson Marine shares held by the Beneficiary;

- (ii) in the event of termination of the Beneficiary's Relationship with Simpson Marine after the expiration of the Vesting Period in the event of a bad leaver: in this case, the exercise price of the Call Option (and therefore of the Simpson Marine shares held by the Beneficiary) will be calculated as follows (the “**Intermediate Value**”):

pro rata share corresponding to the percentage of Simpson Marine's share capital represented by the Simpson Marine shares held by the Beneficiary in the amount of USD\$ 10,000,000 (ten million US dollars)¹.

- (iii) in any event of termination of the Beneficiary's Relationship with Simpson Marine, occurring before and after the expiration of the Vesting Period, in the case of a good leaver: in such case, the exercise price of the Call Option (and therefore of the Simpson Marine shares held by the Beneficiary) shall be calculated as follows (the “**Premium Value**”):

pro rata corresponding to the percentage of Simpson Marine's capital stock represented by the Simpson Marine shares held by the Beneficiary of the result of the following calculation: USD\$10,000,000 (ten million U.S. dollars) + amount of royalties paid by Simpson Marine to Michael Rowland Simpson, pursuant to the Royalty Agreement signed between Simpson Marine and Michael Rowland Simpson, from the date of the Capital Increase and up to the date of exercise of the Call Option²;

- B.** a Put Option in favour of the Beneficiary concerning the Simpson Marine shares held by the Beneficiary, exercisable in the event that the termination of the Relationship does not occur before the end of the Vesting Period and by 31 March 31 2034: in this case, the exercise price of the Put Option (and therefore of the Simpson Marine shares held by the Beneficiary) will be equal to the Interim Value.

The following events are included in the bad leaver hypothesis:

- (i) revocation or dismissal of the Beneficiary due to the occurrence of a just cause, i.e: (a) breach by the Beneficiary of any provision of law or contract that constitutes, in the case of Beneficiaries who are directors, just cause for removal from their directorships, or just cause for revocation, entirely or partially, of their delegated management powers, or, in the case of Beneficiaries who are employees, just cause or subjective grounds for dismissal; (b) criminal conviction, even if not final, of the Beneficiary for an intentional or culpable offence committed in the performance of

¹ And so, as an example, if the Beneficiary's shares represented 1% of Simpson Marine's share capital, the Intermediate Value (and thus the price to be paid to the Beneficiary) would be USD\$[1% of 10,000,000 =] 100,000.00.

² And so, by way of example, if the Beneficiary's shares represented 1% of the capital stock of Simpson Marine and, as of the date of exercise of the Call Option, Simpson Marine had paid Mike Simpson a total of USD\$1,000,000.00 in royalties, the Award Value (and thus the price to be paid to the Beneficiary) would be USD\$[1% of 10,000,000 + 1,000,000 =] 110,000.

the Relationship or, if not committed in the performance of the Relationship, if the sentence imposed is equal to or greater than two years of imprisonment;

- (ii) in the case of Beneficiaries who are directors, resignation from the office of director, or total or partial relinquishment of, or non-acceptance of total or partial powers of management or, with regard to Beneficiaries who are employees, resignation, if such events are not justified by the occurrence of (a) physical or mental incapacity (due to illness or injury) of the Beneficiary resulting in a period of inability to work for more than 6 (six) months, or (b) just cause attributable to Simpson Marine.

Good leaver cases include termination of the Relationship due to:

- (i) revocation or dismissal without cause;
- (ii) in the case of Beneficiaries who are directors, resignation from the office of director, or total or partial relinquishment of, or non-acceptance of total or partial powers of management or, with regard to Beneficiaries who are employees, resignation, if such events are justified by (a) physical or mental incapacity (due to illness or injury) of the Beneficiary resulting in a period of inability to work for more than 6 (six) months, or (b) just cause attributable to Simpson Marine.
- (iii) death of the Beneficiary;
- (iv) for Beneficiaries who are employees, retirement of the Beneficiary;
- (v) Simpson Marine's loss of its status as a subsidiary of Sanlorenzo.

In the event of the Beneficiary's death, the Call Option may be exercised by Sanlorenzo in respect of his heirs and the Put Option (if exercisable and therefore the Vesting Period has elapsed without the Relationship having terminated) shall be exercisable by his heirs.

If on the date of subscription of Simpson Marine shares a Beneficiary is both a director and an employee at the same time, the termination of the Relationship shall be deemed to occur at the time of the termination of the last of the directorship and the employment.

If the Relationship between a Beneficiary and Simpson Marine is interrupted but a new Relationship is established immediately, even of a different nature, between the same Beneficiary and Simpson Marine, the Relationship shall not be deemed to have been terminated for the purposes set forth above.

The rights of sale to Sanlorenzo of Simpson Marine shares in favour of the Beneficiaries - and the specular rights of purchase of the same shares in favour of Sanlorenzo - described above shall be regulated in the relevant Put&Call agreements entered into by Sanlorenzo with each Beneficiary, the adoption and preparation of which shall be entrusted to the Board of Directors and shall be carried out in accordance with the provisions of the Plan.

Without prejudice to the foregoing on the subject of termination of the Relationship, the Plan does not provide for performance targets to which the accrual of the Beneficiaries' rights is linked.

Until the end of the Vesting Period, an annual distribution of 40% of the distributable profits will be provided for in favour of the Beneficiaries, with *pro rata* payment of the dividend to Simpson's shareholders, including the Beneficiaries.

5. Restrictions on the transfer of subscription and sales rights for Simpson Marine shares

The rights to subscribe to Simpson Marine shares and to sell them to Sanlorenzo shall be granted on a personal basis and may only be exercised by the Beneficiaries (except for *mortis causa* transfers, which shall have the consequences described in Paragraph 4 above). Unless otherwise resolved by the Board of Directors and without prejudice to *mortis causa* transfers, which shall have the consequences described in Paragraph 4 above, the rights to subscribe to Simpson Marine shares and to sell the same to Sanlorenzo may not be transferred for any reason or otherwise negotiated, pledged or subject to any other right in rem and/or granted as security by the Beneficiary, even if pursuant to law.

As the object of the Call Option in favour of Sanlorenzo, the Simpson Marine shares subscribed by the Beneficiaries may not be transferred for any reason or in any way negotiated, pledged or subject to any other right in rem and/or granted as a guarantee by the Beneficiary, even if in application of the law.

6. Plan Regulation and other implementing acts

The Board of Directors will be responsible for the execution of the Plan and will be entrusted by the ordinary shareholders' meeting with the management and implementation of the Plan and thus, *inter alia*, with the approval of the Plan's implementing Regulation.

The Board of Directors may delegate its powers, duties and responsibilities with respect to the execution and implementation of the Plan to one or more of its members, even severally, it being understood that any decision relating and/or pertaining to the assignment of the rights to the Beneficiary who is also a director of Sanlorenzo (like any other decision relating and/or pertaining to the management and/or implementation of the Plan with respect to them) shall remain the exclusive competence of the Board of Directors.

The Remuneration Committee performs advisory and proposing functions in relation to the implementation of the Plan, pursuant to the Corporate Governance Code, Sanlorenzo's "Remuneration Policy" and the Remuneration Committee Regulation, adopted by the Board of Directors and defining the functions and powers of the Remuneration Committee itself (available on Sanlorenzo's website - www.sanlorenzoyacht.com, in the Section "Corporate Governance/Internal Committees").

In light of the foregoing, the Board of Directors therefore submits the following proposal for resolution for your approval.

Proposed resolution

“The Ordinary Shareholders' Meeting of Sanlorenzo S.p.A.,

- (i) having heard and approved the presentation of the Board of Directors;*
- (ii) having examined the Explanatory Report of the Board of Directors and the Information Document attached thereto and the proposals contained therein;*
- (iii) having shared the reasons for the proposals contained therein*

resolves

- 1. to approve, pursuant to article 114-bis of Italian Legislative Decree no. 58 of 24 February 1998, the establishment of a compensation plan based on financial instruments called the “Simpson Marine Plan” having the characteristics (including the conditions and assumptions of implementation) indicated in the Report of the Board of Directors and in the Information Document drafted pursuant to Article 84-bis of the Issuers' Regulation (CONSOB Resolution no. 11971/1999, as amended), attached to the same Report as Annex A, confirming and conferring, as necessary, the power to the Board of Directors to adopt the related regulation;*
- 2. to confirm and confer, to the extent necessary, the faculties and powers to the Board of Directors to act in any way, pass any resolution and enter into any deed to implement the “Simpson Marine Plan”, and in particular, merely by way of example, any power to identify the Beneficiaries and determine the number of rights to be assigned to each of them, make the allocations to the beneficiaries, as well as carry out any other act, fulfilment, formality, communication that is necessary or appropriate for the purposes of managing and/or implementing the plan itself, with the power to delegate its powers, duties and responsibilities regarding the execution and implementation to one or more of its members, even separately, it being understood that any decision relating and/or pertaining to the allocation of rights to the beneficiaries who are also directors of Sanlorenzo S.p.A. (as well as any other decision relating to and/or pertaining to the management and/or implementation of the plan in respect of them) shall remain the sole responsibility of the Board of Directors.”*

La Spezia, 27 March 2024

For the Board of Directors

The Chairman, Mr. Massimo Perotti