INFORMATION DOCUMENT RELEVANT TO THE PERFORMANCE SHARE PLAN 2016-2018 FOR THE MANAGEMENT OF FINCANTIERI, DRAWN UP PURSUANT TO ARTICLE 114-BIS OF LEGISLATIVE DECREE NO. 58/98 AND ARTICLE 84-BIS OF REGULATION NO. 11971 APPROVED BY CONSOB RESOLUTION DATED 14 MAY 1999 AS SUBSEQUENTLY AMENDED

FINCANTIERI
The sea ahead

Definitions

Unless otherwise expressly provided for, for the purposes of this Information Document, the following terms, when capitalised, shall have the meanings indicated below, on the understanding that the terms and expressions defined in the singular shall include the plural:

- "**Allotment**": means the number of Shares allotted free of charge to each Beneficiary as resolved by the Board of Directors for each of the three Plan Cycles at the end of their Performance Period according to the level of achievement of the Performance Objectives;
- "**Allotment Date of Shares**": means, taking into account each of the three Plan Cycles, the date on which the Board of Directors, once the level of achievement of the Performance Objectives is verified at the end of the Performance Period, resolves on the number of Shares to be allotted to each Beneficiary and resolves the related Allotment Notice to be sent.
- "**Allotment Notice**": means the letter sent to the Beneficiaries to inform them of the number of Shares allotted and of the relative Delivery date.
- "**Allotted Shares**": means the Shares under Allotment to Beneficiaries under the Plan;
- "**Beneficiaries**": means the recipients of the Plan, identified by the Board of Directors for each of the Plan Cycles commencing in 2016 (1st Cycle), in 2017 (2nd Cycle) and in 2018 (3rd Cycle), respectively. Participation in a Plan Cycle does not automatically entitle Beneficiaries to participate in subsequent Cycles.
- "**Board of Directors**": means the Board of Directors of the Company *pro tempore* in office.
- "**Cap**": means the maximum exchange value of the Shares that may be allotted to each Beneficiary on the Allotment Date, obtained by multiplying the number of Shares that may be allotted on the Allotment Date, based on the level of achievement of the Performance Objectives, by four times their market price on the Grant Date.
- "**Change of Control**": means the change of control of the Company in accordance with the legislation in force.
- "**Claw-back**": means the clause according to which the Company shall be entitled to ask the Beneficiary to return all or part of the Net Shares or, at the discretion of the Beneficiary, the exchange value of the Net Shares on the date of Delivery (namely at the end of the Lock-up Period for the Shares subject thereto), if they were allotted on the basis of information that later

proved to be overtly incorrect or misrepresented or in cases of fraud or in relation to intentional or negligent conduct that caused damage to the Company, provided that the establishment of the abovementioned assumptions occurs basing on information so proven by the competent corporate Departments and/or by the competent authorities within a period of three years from the Allotment Date.

- "**Company**" or "**Fincantieri**": means FINCANTIERI S.p.A., with registered office at Via Genova no. 1 in Trieste.
- "**Condition Precedent**": means the condition precedent on which the effectiveness of this Plan relies, namely its approval by the Shareholders' Meeting.
- "**Corporate Governance Code**" or "**Code**": means the Corporate Governance Code for listed companies approved by the Corporate Governance Committee of Borsa Italiana S.p.A. in March 2006, as subsequently amended and supplemented.
- "**Delivery**": means the delivery of Shares to each Beneficiary of the Plan as a result of the Allotment resolved by the Board of Directors at the end of the Performance Period for each of the Plan Cycles. The Delivery of potentially allotted Shares will occur in 2019 (2016-2018 1^{st} Cycle), 2020 (2017-2019 2^{nd} Cycle) and 2021 (2018-2020 3^{rd} Cycle).
- "**Entitlements**": means the entitlements to receive the Shares free of charge (at the rate of one Share for each Entitlement), at the end of the Performance Period, based on the level of achievement of the Performance Objectives for each of the three Plan Cycles.
- "**Entitlements' Grant Date**": means, taking into account each of the three Plan Cycles, the date on which the Board of Directors, on the advice, to the extent applicable, of the Remuneration Committee, determines the number of Entitlements granted to each Beneficiary.
- "**Executives with Strategic Responsibilities**": means Company Executives with Strategic Responsibilities, identified in accordance with applicable law.
- "**FTSE Italia All Share As Amended**": means the FTSE ITALIA ALL-SHARE index, whose value is published daily by Borsa Italiana S.p.A., amended to exclude companies that provide mostly or exclusively banking, insurance and asset management activities.
- "**Grant**": means the granting, free of charge, of the number of Entitlements to each Beneficiary as resolved by the Board of Directors for each of the three Plan Cycles in 2016 (2016-2018 -1^{st} Cycle), in 2017 (2017-2019 - 2^{nd} Cycle), and in 2018 (3^{rd} - 2018-2020 Cycle).

- "**Grant Letter**": means the first letter whereby the Company notifies each Beneficiary of their participation in a specific Plan Cycle, together with an indication of the number of Entitlements granted and the Performance Objectives on which the Allotment of Shares relies.
- "**Group**": means collectively the Company and its subsidiaries, directly or indirectly controlled, in accordance with the provisions of legislation in force.
- "**Information Document**": means this information document illustrating the Plan, drawn up in accordance with Article 114-*bis* of the Italian Consolidated Financial Act (TUF) and Article 84-*bis* of the Issuers' Regulations.
- "**Issuers' Regulation**": means the Regulation issued by Consob by Resolution No. 11971 of 14 May 1999 and subsequent amendments and additions.
- "**Italian Consolidated Financial Act (TUF)**": means Legislative Decree No. 58 of 24 February 1998, and subsequent amendments and additions.
- "**Key Executives**": means the Executives with Strategic Responsibilities and other executives of the Company who cover organisational positions of significant impact to reaching corporate targets, as identified by the Board of Directors of the Company.
- "**Lock-up Period**": means the period during which the Beneficiaries who are members of the Board of Directors or who are Executives with Strategic Responsibilities are required to hold and not dispose of in any way a portion of the Shares Allotted to them under the Plan.
- "**Net Shares**": means the Allotted Shares remaining after deducting the Shares potentially necessary to discharge the tax burden resulting from the Delivery of Allotted Shares.
- "**Performance Objectives**": means the objectives of the Plan on whose achievement relies the Allotment of Shares to each Beneficiary at the end of the Performance Period, identified by the Board of Directors on the advice, to the extent applicable, of the Remuneration Committee.
- "**Performance Period**": means the 2016-2017-2018 three-year period for the 1st Plan Cycle, the 2017-2018-2019 three-year period for the 2nd Plan Cycle and the 2018-2019-2020 three-year period for the 3rd Plan Cycle.
- "**Plan**": means the Performance Share Plan 2016-2018 of the Company, approved by the Board of Directors on 10 November 2016, on proposal of the Remuneration Committee, addressed to the management of the Company for the 2016-2018 three-year period, the effectiveness of which is subject to the Condition Precedent.

- "**Plan Cycles**" or "**Cycles**": means the three Plan Cycles with a three-year term, commencing in 2016 (for the 1st Cycle, comprising 2016-2018), in 2017 (for the 2nd Cycle, comprising 2017-2019) and in 2018 (for the 3rd Cycle, comprising 2018-2020), respectively.
- "**Remuneration Committee**": means the Committee set up by the Company to implement the instructions contained in the Code.
- "**Shares**": means the ordinary shares of the Company, without par value, listed on the *Mercato Telematico Azionario* organised and managed by Borsa Italiana S.p.A. (FCT Code).
- "**Shareholders' Meeting**": means the Shareholders' Meeting of the Company convened to approve the financial statements as at 31 December 2016.
- "**Terms and Conditions**": means the terms and conditions to implement the Plan, together with any changes and/or additions thereto, approved by the Company's Board of Directors.
- "**Vesting Period**": means the period elapsing between the Entitlements' Grant Date and the Shares' Allotment Date to the Beneficiaries.

Introduction

By resolution of 10 November 2016, Fincantieri's Board of Directors approved the "Performance Share Plan 2016-2018" proposed by the Remuneration Committee and addressed to the management of the Company and/or of its subsidiaries for the 2016-2018 three-year period, with effectiveness subject to the Condition Precedent of its approval by the Shareholders Meeting convened to approve the financial statements as at 31 December 2016.

On the same day the Board of Directors, within the framework of the general corporate policy of cost containment, resolved to submit the approval of the Plan, in accordance with Article 114-*bis*, paragraph 1, of the Italian Consolidated Financial Act (TUF), to the Annual General Meeting, to prevent incurring additional administrative and financial costs that would have derived from convening an *ad hoc* Meeting.

The Plan foresees the free granting of Entitlements to Beneficiaries to be received free of charge up to a maximum number of 50,000,000 ordinary Fincantieri Shares without par value, based on the achievement of specific Performance Objectives.

The Plan foresees the granting of three Cycles of Entitlements, i.e., in 2016 (for 2016-2018 1st Cycle), in 2017 (for 2017-2019 2nd Cycle) and in 2018 (for 2018-2020 3rd Cycle).

The Allotment of Shares, for each of the three envisaged Cycles, will be made based on achieving specific Performance Objectives.

This Information Document was drawn up in accordance with Article 114-*bis* of the Italian Consolidated Financial Act (TUF) and Article 84-*bis* of the Issuers' Regulations and in compliance with the instructions contained in Schedule 7 of Annex 3A of the Issuers' Regulations. As better specified in this Information Document, the Board of Directors will determine certain aspects concerning the implementation of the Plan based on the powers to be conferred on it by the Shareholders Meeting.

The information resulting from the resolutions that, subject to the approval of the Plan by the Shareholders Meeting and in accordance with the general criteria given therein, the Board of Directors will adopt in implementation of the Plan shall be provided with the procedures and within the terms set out in Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulations and, in any event, by the regulations from time to time in force.

This Information Document is intended to provide broad and detailed information on the Plan to Shareholders and to the market, also to enable them to exercise their right to vote at the Shareholders' Meeting in an informed manner.

The Information Document is available to the public at the registered office, on the Company's Internet website (www.fincantieri.com, Governance - Shareholders Meeting - Shareholders Meeting 2017), as well as using other procedures and in accordance with the legislation in force.

The Plan is to be considered "of particular importance" in accordance with Article 114-*bis*, paragraph 3, of the Italian Consolidated Financial Act (TUF) and of Article 84-*bis*, paragraph 2, letters a) and b) of the Issuers' Regulations.

1. Beneficiaries

The Beneficiaries are individually identified at the sole discretion of the Board of Directors, on the advice, to the extent applicable, of the Remuneration Committee and according to the instructions of the Chief Executive Officer with regard to Beneficiaries who are not members of the Board of Directors, among the persons specified in Sub-clauses 1.1, 1.2 and 1.3 below.

The Beneficiaries may vary for each of the three Plan Cycles and during each Plan Cycle. A Beneficiary's participation in a Plan Cycle does not establish any obligation on the part of the Board of Directors to identify the same as a Beneficiary in one of the following Cycles. The Board of Directors has full discretion to have a Beneficiary participate in one or several Plan Cycles.

The Board of Directors, on the advice, to the extent applicable, of the Remuneration Committee and based on the instructions given by the Chief Executive Officer, may add new Beneficiaries during each Plan Cycle, even after the Entitlements' Grant Date, in the case of managers hired or appointed to key positions after that date or with management roles assigned after that date during the Plan's validity period.

As a condition of participation in the Plan, taking into account each Cycle:

a) The Beneficiaries must not find themselves in the notice period for resignation or dismissal on the Entitlements' Grant Date; and

b) The members of the Board of Directors who are Beneficiaries of the Plan must not have withdrawn from their office, nor have been revoked on the Entitlements' Grant Date.

In any event, the number of Beneficiaries may not exceed 50 units.

Specifically, the Beneficiaries for the 1st Cycle were identified, with effect subject to the occurrence of the Condition Precedent, no later than the Entitlements' Grant Date for the 1st Cycle, by the Board of Directors that met on 15 December 2016; the Beneficiaries for the 2nd Cycle will be identified by the Entitlements' Grant Date for the 2nd Cycle, i.e., no later than 31 July 2017; the Beneficiaries for the 3rd Cycle will be identified by the Entitlements' Grant Date for the 3rd Cycle, i.e., no later than 31 July 2018.

1.1 *Names of the recipients who are members of the Board of Directors of the Company, of the parent company and of its subsidiaries.*

The Beneficiaries of the Plan may include, at the sole discretion of the Board of Directors, on the advice of the Remuneration Committee:

a) the Chairman of the Board of Directors, where he/she is vested with executive powers by the Board of Directors;

b) the Chief Executive Officer of the Company.

As regards the 1st Plan Cycle, Mr Giuseppe Bono, Chief Executive Officer of the Company, is among the Beneficiaries.

Notwithstanding the foregoing, the names of the members of the management bodies of the Company or of the other companies of the Group included among the Beneficiaries for each of the three Plan Cycles and the other information provided for in paragraph 1.1 of Schedule 7 of Annex 3A to the Issuers' Regulations will be provided following the procedures and within the terms set out in Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulations and, in any event, by the legislation from time to time in force.

1.2 *Information on the categories of employees or contractors of the Company and its parent company or the subsidiaries thereof who are Beneficiaries under the Plan.*

In addition to what is stated in the Sub-clause 1.3 below, the Beneficiaries of the Plan may be identified at the sole discretion of the Board of Directors, on the advice, to the extent applicable, of the Remuneration Committee, and according to the instructions of the Chief Executive Officer, among the following individuals:

- Executives with Strategic Responsibilities of the Company;
- other Key Executives of the Company other than Executives with Strategic Responsibilities;
- other key employees identified, with incentive and retention purposes, by the Board of Directors, on the advice, to the extent applicable, of the Remuneration Committee, upon a proposal from the Chief Executive Officer.

As regards the 1st Plan Cycle, the Beneficiaries include:

- the General Manager of the Company;
- 5 Executives with Strategic Responsibilities;
- 7 Key Executives other than Executives with Strategic Responsibilities; and
- 33 other key employees.

Notwithstanding the foregoing, the information envisaged in paragraphs 1.2 and 1.4, letter a), of Schedule 7 of Annex 3A to the Issuers' Regulations will be provided following the procedures and within the terms set out in Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulations and, in any event, by the legislation from time to time in force.

The Beneficiaries of the First Cycle include individuals who have management roles in the subsidiaries of the Group. This Information Document does not provide the names of those individuals, since they may only be included among the Beneficiaries based on the managerial role held inside the organisation of Fincantieri.

1.3 *Names of general managers and Executives with Strategic Responsibilities who have received, during the financial year, greater total compensation compared to the highest total compensation among* *that received by members of the Board of Directors and general managers.*

The Beneficiaries of the Plan may include, at the sole discretion of the Board of Directors, on the advice of the Remuneration Committee and based on the instructions of the Chief Executive Officer, the General Manager of the Company, where appointed.

As regards the 1st Plan Cycle, the Beneficiaries include Mr Alberto Maestrini, General Manager of the Company.

Notwithstanding the foregoing, the information on the Beneficiaries whose names must be provided in accordance with paragraph 1.3 of Schedule 7 of Annex 3A of the Issuers' Regulations will be provided following the procedures and within the terms set out in Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulations and, in any event, by the legislation from time to time in force.

1.4 Description and number of Beneficiaries of the Plan covering the role of Executives with Strategic Responsibilities and any other categories of employees or contractors for whom the Plan provides for different terms.

For information on Executives with Strategic Responsibilities and other categories of employees included among the Beneficiaries, refer to Sub-clause 1.2 above.

It should be noted that the Plan is the same for all Beneficiaries, as only the maximum percentage of Entitlements to be granted may be varied with respect to the gross annual salary of each Beneficiary, as specified in Sub-clause 2.3 below.

2. Reasons underpinning the adoption of the Plan

2.1 Plan Objectives

The Plan aims to achieve the following objectives:

i. to better align the interests of the Beneficiaries with those of the shareholders, linking the remuneration of management to specific Performance Objectives, whose achievement is closely linked to the improved performance of the Company and growth of its value over the long term;

ii. to support the ability to retain key employees, aligning the Remuneration Policy of the Company to the best market practices that typically provide for long-term incentive tools.

The Board of Directors considers that a share-based incentive Plan, with duration of three years and with specific Performance Objectives, represents the most effective incentive tool and best suited to the interests of the Company and the Group.

Specifically, the three-year Performance Period and the additional Lock-up Period, as described below, make the economic benefits of the Plan contingent upon and deferred for a reasonable period of time. This is consistent with the objectives of building up the loyalty of the managers and alignment of management's and Shareholders' interests in the medium-long term, which the Plan aims to achieve.

2.2. Key Variables and performance indicators.

The Allotment of Shares, for each of the three Cycles, is conditional upon reaching specific Performance Objectives for the 2016-2018 three-year period (1st Cycle), for the 2017-2019 three-year period (2nd Cycle) and for the 2018-2020 three-year period (3rd Cycle).

Performance Objectives are identified by the Board of Directors, upon the proposal, to the extent applicable, of the Remuneration Committee, in relation to the specific three-year time frame of each Cycle in its entirety and, therefore, will be measured taking into account such three-year time frame: the 2016-2018 three-year period for the 1st Cycle, the 2017-2019 three-year period for the 2nd Cycle and the 2018-2020 three-year period for the 3rd Cycle.

For the 1st Cycle (2016/2018), the Performance Objectives are (1) EBITDA (as defined below) and (2) the Total Shareholder Return ("TSR") (as defined below) with respect to either the FTSE Italia All Share As Amended index and to a specifically identified international Peer Group.

The Board of Directors, acting, to the extent applicable, on the Remuneration Committee's proposal, identified the abovementioned objectives – namely the result of EBITDA and the performance of Fincantieri's stock compared to the FTSE Italia All Share As Amended index and to the companies included in the international Peer Group – in that they represent, in the opinion of the Board of Directors, objective criteria to measure the creation of Company's value over the medium to long term.

1) EBITDA

"EBITDA" means earnings before interest payable, taxes, depreciation and amortisation on tangible and intangible assets. It is a measure that permits determining whether a company (or a group of companies) profits from normal business operations.

For the purposes of the 1st Cycle (2016-2018), the Company calculates EBITDA as a value of the Group's performance, before taxes, before income and financial charges, before income, expenditure on equity investments, amortisation and depreciation, as reported in the schedules of the Group's financial statements, adjusted by the following elements:

a) contributions paid by the Company for the Extraordinary Wages Guarantee Fund (CIGS);

b) costs relating to restructuring plans and other non-recurring personnel costs;

c) provisions for legal costs and fees related to disputes with employees for asbestos claims; and

d) other extraordinary charges or incomes resulting from non-recurring and particularly significant events.

For the purposes of the 1st Cycle (2016-2018), the aggregate value of the Group's EBITDA in the 2016-2018 three-year period is considered.

The EBITDA indicator has weight equal to 70% of the total number of Entitlements granted to each Beneficiary for the 1st Cycle (the "First Instalment of Entitlements").

Therefore, the First Instalment of Entitlements accrues at the end of the aforementioned Cycle when the Performance Objective for the Group's EBITDA in the relative Performance Period is reached, compared to the target value expected for that period in the business plan of the Group according to the following table:

EBITDA Performance Objective	Percentage accrued for the First Instalment of Entitlements
Less than 90% (below threshold)	0%
Equal to 90% (threshold value)	50%
Equal to 100% (target value)	100%

Equal to 120%	125%
Greater than 120%	130%
Intermediate values are calculated using linear interpolation.	

2) Total Shareholder Return ("TSR")

"Total Shareholder Return" (or "TSR") of a company means the return for an investor calculated considering not only the variations of the share price over a certain period but also the dividends distributed in the same period, assuming that those dividends are reinvested at the time of the distribution in the same shares of the Company.

The values of the TSR of the Company, of the companies included in the FTSE Italia All-Share As Amended and of the companies included in the international Peer Group indicated below will be calculated using the TRA (Total Return Analysis) function of Bloomberg's electronic system.

For the purposes of the 1st Cycle (2016-2018), the cumulative values of TSR of the Company, of the companies included in the FTSE Italia All Share as Amended index and of the companies included in the international Peer Group in the 2016-2018 three-year period are considered.

The TSR indicator has a weight equal to 30% of the total Entitlements assigned to each Beneficiary for the 1st Cycle and is structured as follows:

a) 10% of the Entitlements assigned to each Beneficiary for the 1st Cycle ("Second Instalment of Entitlements") accrues at the end of such Cycle upon reaching the Performance Objectives for the Company's TSR indicator in the relative Performance Period, compared to both the median of the TSRs of the companies included in the FTSE All Share Italia as Amended index in that period, and the distribution of such TSRs (listed in ascending order from the first decile to the tenth decile) in the same period according to the following table:

FINCANTIERI TSR Performance Objective compared to the TSRs of companies included in the FTSE All Share Italia As Amended index and their	Percentage accrued for the Second Instalment of Entitlements

distribution in the period	
FINCANTIERI TSR below the median of TSRs of companies included in the benchmark index (below threshold)	0%
FINCANTIERI TSR equal to the median of TSRs of companies included the benchmark index (threshold value)	50%
FINCANTIERI TSR equal to the median of the TSRs of companies included in the seventh decile of the benchmark index (target value)	100%
FINCANTIERI TSR equal to the lowest TSR of the companies included in the ninth decile of the benchmark index	125%
FINCANTIERI TSR greater than the lowest TSR of the companies included in the ninth decile of the benchmark index	130%
Intermediate values are calculated using linear interpolation.	

b) 20% of the Entitlements granted to each Beneficiary for the 1st Cycle ("Third Instalment of Entitlements") accrues when the Performance Objective of the Company's TSR indicator in the relative Performance Period is reached, compared to both the median of the TSRs of companies included in the international Peer Group and to the distribution of such TSRs (listed in ascending order from the first decile to the tenth decile) during the same period according to the following table:

FINCANTIERI TSR Performance Objective compared to the TSRs of companies included in the International Peer Group and to their distribution in the period	Percentage accrued for the Third Instalment of Entitlements

FINCANTIERI TSR below the median of TSRs of companies included in the benchmark index (below threshold)	0%
FINCANTIERI TSR equal to the median of the TSRs of companies included in the benchmark index (threshold value)	50%
FINCANTIERI TSR equal to the median of the TSRs of companies included in the seventh decile of the benchmark index (target value)	100%
FINCANTIERI TSR equal to the lowest TSR of the companies included in the ninth decile of the benchmark index	125%
FINCANTIERI TSR greater than the lowest TSR of the companies included in the ninth decile of the benchmark index	130%
Intermediate values are calculated using linear interpolation.	

"International Peer Group" means the following companies listed on international markets:

Company	Bloomberg ticker	Stock Exchange
BAE Systems plc.	BA/ LN Equity	LSE
Huntington Ingalls Industries Inc.	HII US Equity	NYSE
General Dynamics Corporation	GD US Equity	NYSE
Babcock International Group PLC	BAB LN Equity	LSE

Rolls-Royce Holdings PLC	RR/ LN Equity	LSE
Wartsila OYJ Abp	WRT1V FH Equity	HEL
National - Oilwell Varco, Inc.	NOV US Equity	NYSE
ABB Ltd	ABBN VX Equity	VTX, NYSE, STO
Keppel Corporation Ltd	KEP SP Equity	SGX
Sembcorp Marine Ltd	SMM SP Equity	SGX
Nam Cheong International Ltd	NCL SP Equity	SGX
Saipem S.p.A.	SPM IM Equity	BIT
Technip S.A.	TEC FP Equity	EPA
Triyards Holdings Ltd.	ETL SP Equity	SGX
Daewoo Shipbuilding & Marine Engineering Co. Ltd.	042660 KP Equity	KRX
Samsung Heavy Industries Co. Ltd.	010140 KP Equity	KRX
Hyundai Heavy Industries Co. Ltd.	009540 KP Equity	KRX
Mitsubishi Heavy Industries Ltd.	7011 JT Equity	TSE

With regard to both the comparisons, the value of the Company's TSR in the Performance Period is compared with the TSR of the companies included in the FTSE Italia All Share As Amended index (for the Second Instalment of Entitlements) and with that of the companies included in the abovementioned international Peer Group (for the Third Instalment of Entitlements), respectively.

The EBITDA and the two TSRs, as defined above, are independent objectives. In the event where the minimum performance threshold for an objective has not been exceeded, the Entitlements granted for the level of reaching another or other objectives may still accrue.

In the event of (i) de-listing; (ii) liquidation; (iii) bankruptcy; (iv) suspension/ discontinuance of, or material change to, the main activity; or (v) the unavailability of information for one or more companies in the international Peer Group, those companies shall be excluded from the international Peer Group for the purposes of calculating the TSR.

The composition of the FTSE All-Share Italia index relevant for the TSR calculation shall be the one effective, for each Cycle, on the last trading day of the relevant Performance Period.

In the event of (i) failure to publish the FTSE Italia All-Share index, or (ii) the occurrence of extraordinary transactions or other events that, by their nature, may affect the TSR of one or more companies in the international Peer Group, the Board of Directors, on the advice of the Remuneration Committee, shall change and/or supplement the elements required to calculate the TSR of the FTSE Italia All Share As Amended index or of the international Peer Group, respectively.

The Board of Directors shall determine the Performance Objectives for the 2nd and 3rd Plan Cycle, on the advice, to the extent applicable, of the Remuneration Committee, also by introducing changes to the provisions governing the 1st Cycle.

Details of the Performance Objectives determined for each Cycle and of the relative incentive curve is communicated to the Beneficiaries in the Grant Letter that must be signed by the Beneficiaries for acceptance, no later than 15 days from receipt. Failing to do so will result in the Grant Letter being no longer effective.

2.3 Criteria for determining the amount of compensation based on Shares.

The Grant of Entitlements for each of the three Plan Cycles is carried out by the Company's Board of Directors, on the advice of, to the extent applicable, the Remuneration Committee and according to the instructions of the Chief Executive Officer, subject to the Plan's approval by the Shareholders' Meeting convened to approve the Financial Statements as at 31 December 2016, in an amount equal to the ratio between (1) a percentage of the value of the Beneficiary's gross annual salary net of its variable components, and (2) the weighted average market price of the Shares in the five trading days preceding the date of the resolution of the Board of Directors. For each Plan Cycle, during the Grant of Entitlements, such percentage shall be determined by the Board of Directors of the Company, on the advice of, to the extent applicable, the Remuneration Committee, according to the instructions of the Chief Executive Officer, the position held by the Beneficiary taken into consideration and, in any event, without exceeding 100%.

The Grant of Entitlements is carried out free of charge.

The number of Entitlements granted to each Beneficiary may be increased during each Plan Cycle by the Board of Directors, on the advice of, to the extent applicable, the Remuneration Committee according to the instructions of the Chief Executive Officer, to account for any fixed compensation increases of the Beneficiaries occurred in the period.

Furthermore, the number of Entitlements granted to each Beneficiary, in the event of over performance, may be increased – upon Allotment thereof – to the maximum of 30%, it being understood that the maximum exchange value of the Shares that may be allotted to each Beneficiary on the Allotment Date may not exceed the Cap (namely the value determined by multiplying the number of Shares that may be allotted by four times their market price on the Grant Date).

2.4 Reasons for the decision to allot salary Plans based on financial instruments not issued by the Company.

Not applicable. The Plan only includes Shares issued by the Company.

2.5 Evaluations of significant fiscal and accounting implications.

The preparation of the Plan did not involve any significant fiscal or accounting assessments. Specifically, for the fiscal aspects, reference will be made to the jurisdiction of the country where each Beneficiary resides.

2.6 Support to the Plan by the Special Fund to encourage the participation of workers in companies' profits and enterprise results, pursuant to Article 4, paragraph 112, of Italian Law No. 350 of 24 December 2003.

The Plan does not receive any support from the Special Fund to encourage the participation of workers in companies' profits and enterprise results, pursuant to Article 4, paragraph 112, of Italian Law No. 350 of 24 December 2003.

3. Approval procedure and time frame for the granting of Shares

3.1 Powers and functions delegated by the Shareholders' Meeting to the Board of Directors for the implementation of the Plan.

On 10 November 2016 the Board of Directors, as proposed by the Remuneration Committee that met on 9 November 2016, resolved to submit the Plan for approval to the Shareholders Meeting convened to approve the Financial Statements as at 31 December 2016. During the Ordinary Shareholders Meeting convened to resolve on the Plan, it will be proposed that the same attributes to the Board of Directors, upon the advice of the Remuneration Committee, all the powers necessary for the full and practical implementation of the Plan, to be exercised in accordance with the principles established by the same Shareholders Meeting and described in this Information Document, including, but not limited to, all powers, to the extent applicable, to: (i) implement the Plan and establish all terms and conditions for its execution; (ii) identify the names of the Beneficiaries; (iii) determine the number of Entitlements to assign to each Beneficiary; (iv) determine the Performance Objectives of the three Plan Cycles (without prejudice to the provisions concerning the 1st Cycle, as shown in Sub-clause 2.2. of this Information Document) and check the relative achievement for the purposes of the Allotment of Shares and after due consideration by the Remuneration Committee to the extent applicable; (v) determine the number of Shares to be allotted to each Beneficiary and proceed to their Allotment; (vi) exercise the Claw-back provision and establish the procedures and the terms of the Allotment of the Shares in the event of a Change of Control or de-listing of the Company; (vii) approve, amend and/or supplement the Plan (in compliance with Sub-clause 3.3 below) and its Terms and Conditions; (viii) draft and approve the documentation related to the implementation of the Plan with the power to carry out subsequent changes and/or additions; (ix) make changes to the Plan where necessary and/or appropriate, specifically in the event of a change in the applicable legislation or extraordinary events or transactions; and (x) carry out any action, performance, procedure, notification necessary or appropriate to manage and/or implement the Plan, with the power to delegate powers, duties and responsibilities concerning the implementation and application of the Plan to the Chief Executive Officer.

3.2 Persons appointed to manage the Plan.

The Board of Directors is responsible for managing the Plan and is vested with all the powers necessary and/or appropriate to completely and entirely implement the Plan, including those listed in Sub-clause

3.1. The Board of Directors shall have the power to delegate to the Chief Executive Officer all powers, duties and responsibilities conferred thereon by the Plan, including those relating to the implementation, execution and amendment thereto, it being understood that the Board of Directors must subsequently approve amendments to the Plan.

The Company's Human Resources and Industrial Relations Department shall support the Board of Directors for the operational management of the Plan.

3.3 Current procedures for the revision of the Plan.

To maintain the Plan's essential terms unchanged to the broadest extent possible and permitted under the legislation applicable from time to time, the Board of Directors shall regulate any new rights and/or change and/or complement the conditions and/or terms of the Grant of Entitlements or Allotment of Shares in the event of an extraordinary transaction, including, without limitation:

- splitting and consolidation of the Shares;
- free share capital increase of the Company;
- paid-in increase of the share capital of the Company;
- distribution of special dividends to Shareholders;
- reduction of share capital due to losses by cancellation of Shares;
- mergers;
- acquisitions;
- assignements;
- spin-offs;
- joint-ventures;
- any other transaction that, in consideration of its nature or effects, may affect the EBITDA and/or the TSR or any other Performance Objectives identified on a case-by-case basis for the purposes of the Plan.

This is, in any event, without prejudice to the right of the Board of Directors to change all or part of the Plan to make it compliant with laws and regulations and/or to correct any inconsistencies, defects or omissions in the Plan, acting on the advice of the Remuneration Committee, to the extent applicable.

3.4 Method for determining the availability and allotment of Shares.

To guarantee greater flexibility in the implementation of the Plan, the Allotment of Shares will derive from: (i) purchases made pursuant to Article 2357 and 2357-*ter* of the Italian Civil Code, subject to the approval of the Shareholders Meeting; and/or (ii) the issuance, in one or several tranches, pursuant to Article 2349 of the Italian Civil Code, of a maximum total of 50,000,000 ordinary shares with no par value, having the same characteristics as the outstanding ordinary shares, without increasing the share capital and subject to the approval of the Extraordinary Shareholders Meeting. In this regard please note that, in accordance with the provisions of Article 2349 of the Italian Civil Code, the shares to be allotted to the Beneficiaries of the Plan who are not employees of the Company and/or its subsidiaries will only derive from purchases made pursuant to Articles 2357 and 2357-*ter* of the Italian Civil Code.

The Board of Directors shall resolve on, according to the specific requirements to execute the Plan, which tool to use in practice and possibly the extent to which both tools may be simultaneously used to guarantee the most efficient management of the Company's resources, without prejudice to the maximum threshold of Shares that may be granted under the Plan.

3.5 Role of each Director in determining the characteristics of the Plan; the existence of a possible conflict of interest.

The Remuneration Committee was involved in various stages of preparing the Plan, to the extent of its competence.

The Beneficiaries of the Plan may also include the Company's directors, as identified by the Board of Directors under Clause 1 above. In such case, the resolutions of the Board to Grant Entitlements and to Allot Shares shall be adopted in compliance with applicable legal provisions and, in any event, with the Directors concerned abstaining from the vote.

3.6 Date of the resolution approved by the Company's body responsible for submitting to the Shareholders' Meeting the approval of the Plan and any proposal of the Remuneration Committee.

At the meeting held on 9 November 2016, the Remuneration Committee submitted its proposal related to the Plan to the Board of Directors.

At the meeting held on 10 November 2016, the Board of Directors resolved to submit the Plan for approval to the Shareholders' Meeting convened to approve the Financial Statements as at 31 December 2016.

At the meeting held on 9 March 2017, the Board of Directors approved, following the previous approval of the Remuneration Committee that met on 8 March 2017, this Information Document and the Explanatory Report of the Directors on the compensation plan *ex* Article 114-*bis* of Italian Consolidated Financial Act (TUF) relating to the Information Document.

3.7 Date of the decision adopted by the Company's body responsible to Grant Entitlements and any proposal to the abovementioned body adopted by the Remuneration Committee.

The Board of Director grants the Entitlements under the Plan to the Beneficiaries, for each of the three Plan Cycles, on the advice of, to the extent applicable, the Remuneration Committee, subject to the approval of the Plan by the Shareholders' Meeting.

Grants will be made according to the following timetable:

- Grant for the 1st Cycle, conditional upon the occurrence of the Condition Precedent, was made on 15 December 2016;
- Grant for the 2nd Cycle will be made by 31 July 2017;
- Grant for the 3rd Cycle will be made by 31 July 2018.

The Board of Directors shall determine the number of Shares to be allotted to the Beneficiaries, for each of the three Plan Cycles, upon the Remuneration Committee's proposal, to the extent applicable, on the basis of the level of achievement of the Performance Objectives at the end of the Performance Period and subject to subsequent approval by the Shareholders' Meeting called to approve the financial statements of the Company for the financial year ending on 31 December 2018 for the 1st Cycle, on 31 December 2019 for the 2nd Cycle, and on 31 December 2020 for the 3rd Cycle.

The Entitlements' Grant Date and the Shares' Allotment Date shall be disclosed following the procedures and within the terms set out in Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulations and, in any event, in the legislation from time to time in force.

3.8 **The market price of the Shares recorded on the dates indicated in Sub-clauses 3.6 and 3.7.**

On 9 November 2016 and on 10 November 2016, when the Remuneration Committee and the Board of Directors respectively met, to determine the structure of the Plan to be proposed to the Shareholders Meeting, the official trading price of the Shares on *Borsa Italiana* was EUR 0.3968 and EUR 0.4207, respectively.

On the Entitlements' Grant Date for the 1st Plan Cycle, i.e., on 15 December 2016, the official trading price of the Shares on *Borsa Italiana* was EUR 0.4220.

Notwithstanding the foregoing, the information on the price of the Shares when the Board of Directors resolves the Entitlements' Grant and the Shares' Allotment will be disclosed following the procedures and within the terms set out in Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulations and, in any event, in the legislation from time to time in force.

3.9 **Safeguards adopted by the Company in the event that relevant information must be disclosed in accordance with Article 114, paragraph 1, of the Italian Consolidated Financial Act (TUF) on the Grant date of the Shares or the date on which any related decisions must be made by the Remuneration Committee.**

It should be noted that no such safeguards were necessary, as the Shares will be allotted only at the Performance Period's expiry for each of the three Plan Cycles, once the Performance Objectives have been attained (cf. Sub-clauses 4.5). Consequently, any disclosure of privileged information at the time of the Entitlements' Grant would not affect the Beneficiaries who, at that time, may not carry out any transaction concerning the Shares. This is because the Allotment and the Delivery thereof are deferred to a distant date from that of the Entitlements' Grant.

4. Characteristics of the Shares.

4.1 Structure of the Plan

The Plan provides for the free grant of entitlements to the Beneficiaries of no more than 50,000,000 ordinary shares of Fincantieri with no par value, depending on achieving specific Performance Objectives.

The Plan includes, for each Cycle, a Vesting Period, which falls between the Entitlements' Grant Date and the Shares' Allotment Date to the Beneficiaries.

Entitlements shall only be granted directly to Beneficiaries and may not be transferred, except upon death, nor be subject to any restriction on whatever basis.

4.2 Implementation period of the Plan, taking into account any different cycles that may be provided for.

The Plan is divided into three Cycles, each lasting for three years:

- 1st Cycle: 2016-2018 Performance Period;
- 2nd Cycle: 2017-2019 Performance Period;
- 3rd Cycle: 2018-2020 Performance Period.

The Delivery of the Allotted Shares to each Beneficiary who receives an Allotment Notice shall take place by their transfer, once the statutory obligations and administrative and accounting obligations related to the granted Shares have been performed, to the safe custody account indicated by each Beneficiary or, with respect to the portion of Shares subject to the Lock-up Period, to the escrow account in the name of the Beneficiary and opened with the financial intermediary appointed by the Company in its capacity as manager of the Plan, on the day indicated in the Allotment Notice and no later than 31 July 2019 for the 1st Cycle, 31 July 2020 for the 2nd Cycle and 31 July 2021 for the 3rd Cycle.

4.3 Termination of the Plan.

The 1st Plan Cycle will end on 31 July 2019 or, if earlier, on the date of Delivery of the Shares to the Beneficiaries of the 1st Cycle. The 2nd Plan Cycle will end on 31 July 2020 or, if earlier, on the date of Delivery of the Shares to the Beneficiaries of the 2nd Cycle. The 3rd Plan Cycle will end on 31 July 2021 or, if earlier, on the date of Delivery of the Shares to the Beneficiaries of the 3rd Cycle.

With reference to the Lock-up Period, refer to Sub-clause 4.6 of this Information Document.

4.4 Maximum number of Shares granted under the Plan in each fiscal year.

The Plan provides for the Entitlements of a maximum of 50,000,000 Shares to be received free of charge.

Within that threshold, there is no maximum number of Shares to be granted or allotted in each fiscal year.

4.5 Terms and implementation clauses of the Plan.

The free Allotment of Shares for each of the three Plan Cycles is contingent upon achieving specific Performance Objectives. Furthermore, on the Shares' Allotment Date, the resignation or dismissal notice period must not be running in relation to the Beneficiaries and the Directors must not have resigned from their office or have been revoked on the Shares' Allotment Date in each of the three Plan Cycles.

The relationship will not be deemed to exist in the event of dismissal or resignation disclosed prior to the Shares' Allotment Date for each of the three Plan Cycles, and such even in cases where the relationship's termination becomes effective after that Shares' Allotment Date due to the contractual notice provided for or for any other reason.

At the time of the Entitlements' Grant, the Board of Directors shall determine the Performance Objectives for the specific three-year period of each Cycle after the 1st Cycle (2016-2018), upon the Remuneration Committee's proposal, to the extent applicable.

For the 1st Cycle (2016-2018), the selected performance indicators are EBITDA and TSR as described in Sub-clause 2.2 of this Information Document.

4.6 Details of any restrictions on the availability of the Shares.

Entitlements to receive Shares free of charge are personal, and they may not be transferred, unless upon death, or subjected to any restriction on whatever basis, including after receipt of the Shares' Allotment Notice and up to Delivery.

A transfer is intended as any transaction pursuant to which the Entitlements granted are transferred, directly or indirectly, to third parties, including transfer without consideration, swap transactions or contributions. Any attempted sale, disposal, restriction or transfer applied or made in breach of this provision, shall be invalid and in any event unenforceable against the Company and will result in the Entitlements granted being ineffective.

The Beneficiaries who are members of the Board of Directors or Executives with Strategic Responsibilities with a fixed-term contract are required to continuously hold a number of Shares equal to at least 20% of the Net Shares delivered until the end of their office or contract.

The Beneficiaries who are Executives with Strategic Responsibilities with open-ended contracts are required to continuously hold a number of Shares equal to at least 20% of the Net Shares delivered for three years from the Delivery date.

4.7 Termination clauses applicable to the Plan if the recipients carry out hedging transaction that circumvent any prohibition to sell Entitlements and Shares.

Hedging transactions by the Beneficiaries on the granted Entitlements before the Shares' Allotment constitutes a violation of the prohibition to transfer the Entitlements granted under the Plan.

Therefore, if the Beneficiaries carry out hedging transactions in relation to the granted Entitlements before the Grant of the Shares, they will lose those Entitlements.

4.8 Description of the effects of termination of the employment relationship.

If, prior to the Allotment of the Shares, the Beneficiary: (i) is fairly dismissed or is dismissed for any breach of the duties arising from the employment relationship, or resigns from the job without good cause; and (ii) is revoked for good cause, or resigns from the office of Director without good cause, the Beneficiary will be automatically excluded from the Plan, and consequently, shall forfeit any right to receive – including only partially – the Shares that have not yet been subject to Delivery.

If the Beneficiary: (i) resigns for good cause (established by final judgment) from his/her job or is fairly dismissed or for any breach of the duties arising from the employment relationship; and (ii) resigns for good cause (established by final judgment) from the office of director or is revoked without good cause, the Board of Directors, on the advice of the Remuneration Committee, to the extent applicable, shall resolve on any Allotment of Shares to the Beneficiary according to the Plan's

Terms and Conditions and on a *pro rata* basis. In the abovementioned cases, the procedure provided for the Lock-up Period applies.

The foregoing provision shall not apply in cases where the employment relationship or the appointment as Director with the Beneficiary terminates (i) due to death, total and permanent disability with inability to work equal to or greater than 66%; (ii) when the Beneficiary meets the requirements to retire; or (iii) upon termination of the fixed-term employment relationship or fixed-term Director's office. In the abovementioned cases, the Board of Directors, on the advice of, the Remuneration Committee, to the extent applicable, shall carry out the Allotment of Shares according to the Plan's Terms and Conditions and on a *pro rata* basis.

In the event of the Beneficiary's death, the Shares that may have been granted pursuant to the preceding sub-clauses shall be delivered to his/her heirs or legal successors by the established deadlines.

It is understood that in the event of a transfer of the employment relationship or director's office within the Group, the Beneficiary shall retain the Entitlements as allotted under the Plan. In cases of transfer to a foreign company having its own long-term incentive plan, the Board of Directors shall consider, on the advice of, the Remuneration Committee, to the extent applicable, how to transform the Entitlements assigned under the Company's Plan into those provided for by the plan of the subsidiary.

4.9 Other reasons for cancellation of the Plan.

If, as a result of primary and/or secondary legislation entering into force (including tax and social security legislation) and/or as a result of the issue of official interpretative clarifications and/or as a result of changes in current interpretations of applicable legislation, the Plan's implementation should determine the incurrence of additional charges, being them taxes, social security contributions or other charges not currently envisaged, the Plan may be temporarily suspended, amended or cancelled.

In such case, the Company will not liable for damages, indemnities or charges towards the Beneficiaries on any grounds and the Beneficiaries will not be entitled to bring any claim against the Company in connection with the Entitlements that have been granted to receive free of charge Shares not yet allotted.

4.10 Reasons for any provision of a "claw-back" by the Company of the Shares.

The Plan provides for Claw-back clauses. Specifically, the Company may ask the Beneficiary to return all or part of the Net Shares or, at the discretion of the Beneficiary, the exchange value of the Net Shares on the Delivery date (namely, at the end of the Lock-up Period for the Shares subject thereto), if they were allotted on the basis of information that later proved to be overtly incorrect or misrepresented or in cases of fraud or in relation to intentional or negligent conduct that caused damage to the Company, provided that the establishment of the abovementioned assumptions occurs basing on information so proven by the competent corporate departments and/or by the competent authorities within a period of three years from the Allotment Date.

4.11 Loans or other credit facilities for the purchase of the Shares.

No loans or other credit facilities are provided for the purchase of Shares, given that the same are allotted free of charge.

4.12 Assessment of expected charges for the Company on the date of the related grant determined at the terms and under the conditions defined previously, for the total amount and for each instrument under the Plan.

The expected charges for the Company are represented by the fair value of the Shares under the Plan, which will be duly determined on the Entitlements' Grant Date.

With reference to the 1st Plan Cycle, on the basis of the official trading price of the Shares on *Borsa Italiana* on the related Grant Date, i.e., on 15 December 2016, the maximum possible cost for the Company on the date of this Information Document equals ca. EUR 5,000,000.00.

More information on the charges of the Plan for the Company will be provided following the procedures and within the terms set out in Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulations and, in any event, in the legislation from time to time in force.

4.13 Possible dilutive effects determined by the Plan.

Any dilutive effects caused by implementing the Plan depends on the choice of the Company to fund the same by purchases on the market or by issuance of shares pursuant to Article 2349 of the Italian Civil Code. In the event that the provision of the maximum number of Shares under the Plan only takes place through an issuance of shares, the dilutive effect will amount to 2.87%.

4.14 Limits to exercising voting rights and on allocating property rights.

There are no limits to exercising property rights and voting rights on the Shares that will be granted under the Plan.

4.15 Information relating to granting Shares not traded on regulated markets.

Not applicable.

4.16 - 4.23

Not applicable.

4.24 TABLE

Attached is Table No. 1, Chart 1, Section 2, provided for in Sub-clauses 4.24 of Schedule 7 of Annex 3A of the Issuers' Regulations.

Name and surname or title	Office	CHART 1 Plan for the granting of shares free of charge – "Performance Share Plan 2016-2018" (1st three-year Cycle 2016-2018) [1]						
		Section 2 Newly granted shares based on the BoD's resolution for proposal at the Shareholders' Meeting						
		Date of the Shareholders' resolution [2]	Type of financial instruments	Maximum No. of Granted Shares	Grant Date[3]	Shares' purchase price (if applicable)	Market price on the Grant Date	Vesting Period
Giuseppe Bono	Chief Executive Officer FINCANTIERI S.p.A.	19 May 2017	FINCANTIERI S.p.A. Shares	2,909,305	15 December 2016	N.A.	0.4245	[4]
Alberto Maestrini	General Manager FINCANTIERI S.p.A.	19 May 2017	FINCANTIERI S.p.A. Shares	562,884	15 December 2016	N.A.	0.4245	[4]
No. 5 Executives with Strategic Responsibilities of FINCANTIERI S.p.A.		19 May 2017	FINCANTIERI S.p.A. Shares	1,340,007	15 December 2016	N.A.	0.4245	[4]
No. 7 Key Executives of FINCANTIERI S.p.A.		19 May 2017	FINCANTIERI S.p.A. Shares	1,818,359	15 December 2016	N.A.	0.4245	[4]
No. 33 other key employees of FINCANTIERI S.p.A.		19 May 2017	FINCANTIERI S.p.A. Shares	5,201,453	15 December 2016	N.A.	0.4245	[4]

(1) Information on the 2nd and 3rd Plan Cycle will be provided following the procedures and within the period specified in Article 84-*bis*, paragraph 5, letter a), of the Issuers' Regulations and, in any event, in the regulations from time to time in force.

(2) The date refers to the Shareholders' Meeting called to approve the Plan.

(3) With reference to the 2nd and 3rd Plan Cycle, the Grant is expected to occur no later than 31 July 2017 and 31 July 2018, respectively.

(4) Under the Plan, the Vesting Period is the period between the Beneficiaries' Entitlements' Grant Date and Shares' Allotment Date. Said period lasts for approximately three years, as well as the Performance Period of the Plan, although it may be extended or shortened depending on the effective dates of the Grant and Allotment of the Shares for each Plan Cycle.