INFORMATION DOCUMENT RELATING TO THE PERFORMANCE SHARE PLAN 2019-2021 FOR THE MANAGEMENT OF FINCANTIERI DRAWN UP PURSUANT TO ARTICLE 114–BIS LEGISLATIVE DECREE 58/98 AND ARTICLE 84-BIS REGULATION 11971 APPROVED BY CONSOB BY RESOLUTION OF 14 MAY 1999, AS AMENDED

FINCANTIERI
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Definitions

Unless expressly established otherwise, for the purposes of this Information Document, the following terms, where written with an initial capital letter, have the meaning set forth below, and terms and expressions defined in the singular also include the plural and vice versa:

- "**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 2019 (1st Cycle 2019-2021), 2020 (2nd Cycle 2020-2022), 2021 (3rd Cycle 2021-2023).
- "**Shareholders' Meeting**": means the Shareholders' Meeting of the Company convened for approval of the financial statements for the year ending 31 December 2017.
- "**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 Targets.
- "**Shares**": means the Ordinary Shares of the Company, without nominal value, listed on the Electronic Stock Exchange (*Mercato Telematico Azionario)* organised and managed by Borsa Italiana S.p.A. (FCT Code).
- "**Allotted Shares**": means the Shares under Allotment to the Beneficiaries pursuant to 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.
- "**Beneficiaries**": means the addressees of the Plan, identified by the Board of Directors, for each of the Cycles of the Plan commencing in 2019 (1st Cycle), 2020 (2nd Cycle) and 2021 (3rd Cycle),respectively. Participation in a Plan Cycle does not automatically entitle Beneficiaries to participate in subsequent Cycles. 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 FINCAINTIERI S.p.A.

- "**Change of Control**": means the change of control of the Company pursuant to current law.
- "**Carbon Disclosure Project**": is an international non-profit organisation which has analysed listed companies at the request of 827 investors who represent more than USD 100 trillion in managed funds. It offers companies and countries a system for measuring, recording, managing and sharing information regarding climate change at a global level.
- **"Plan Cycles"** or **"Cycles**": means the three Plan Cycles with a three-year term, commencing in 2019 (for the 1st Cycle, comprising 2019-2021), in 2020 (for the 2nd Cycle, comprising 2020-2022) and in 2010 (for the 3rd Cycle, comprising 2021-2023), respectively.
- "**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 clearly incorrect or misrepresented or in cases of fraud or wilful or negligent conduct that has caused damage to the Company, provided that the above mentioned assumptions are based on information proven by the competent corporate Departments and/or by the competent authorities within a period of three years from the Allotment Date.
- "**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 amended.
- "**Remuneration Committee**": means the Committee set up by the Company to implement the instructions contained in the Code.
- "**Allotment Notice**": means the letter sent to the Beneficiaries to inform them of the number of Shares allotted and relative Delivery date.

- "**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 2022 (2019-2021 1st Cycle), 2023 (2020-2022) 2nd Cycle) and 2021 (2021-2023 3rd Cycle).
- "**Board of Directors**": means the Board of Directors of the Company *pro tempore* in office.
- "**Entitlement Grants Date**": means with reference to each of the three Plan Cycles the date on which the Board of Directors, having heard so far as applicable the Remuneration Committee determines the number of Entitlements granted to each Beneficiary.
- "**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 Targets 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.
- "**Key Executives**": means the Executives with Strategic Responsibilities and other executives of the Company who cover organisational positions of significant importance to reaching corporate targets, as identified by the Company's Board of Directors.
- "**Executives with Strategic Responsibilities**": means Company Executives with Strategic Responsibilities, identified in accordance with law.
- "**Entitlements**": means the entitlements to receive the Shares free of charge (at the ratio of one Share for each Entitlement), at the end of the Performance Period, based on the level of achievement of the Performance Targets for each of the three Plan Cycles.
- "**Information Document":** means this information document illustrating the Plan, drawn up in accordance with Article 114-*bis* of the Italian Consolidated Law on Finance (TUF) and Article 84-*bis* of the Issuers' Regulations.

- "**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.
- "**Group**": means collectively the Company and its subsidiaries, directly or indirectly controlled, in accordance with the provisions of current legislation.
- "**Sustainability Index**": means the instrument which permits the measurement of achievement of sustainability objectives which the business has set for itself combined with and/or in addition to those of financial performance in order to align with European best practices and the ever-increasing expectations of the financial community on sustainable development.
- "**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 Targets on which the Allotment of Shares relies.
- **"Performance Targets**": means the objectives of the Plan on whose achievement the Allotment of Shares to each Beneficiary at the end of the Performance Period relies, identified by the Board of Directors having heard the Remuneration Committee to the extent applicable.
- "**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 refrain from disposing of in any way, a portion of the Shares Allotted to them under the Plan.
- "**Performance Period**": means the 2019-2020-2021 three-year period for the 1st Cycle of the Plan, the 2020-2021-2022 three-year period for the 2nd Cycle of the Plan and the 2021-2022-2023 three-year period for the 3rd Cycle of the Plan.
- "**Vesting Period**" means the period between the Entitlements' Grant Date and the Shares' Allotment Date to the Beneficiaries
- "**Plan**": means the Performance Share Plan 2019, 2020 and 2021 of the Company, approved by the Board of Directors on 27 March 2018, on proposal of the

Remuneration Committee, addressed to the management of the Company for the 2019-2021 three-year period

- "**Regulations**": means the regulations which provide the terms and conditions implementing the Plan, as amended, whose approval is vested in the Board of Directors on proposal by the Remuneration Committee.
- "**Issuers' Regulations**": means the Regulations issued by Consob by Resolution No. 11971 of 14 May 1999, as amended.
- "**Company**" or "**Fincantieri**": means FINCANTIERI S.p.A., with registered office at Via Genova 1, Trieste.
- "**TUF**": means Legislative Decree No. 58 of 24 February 998, as amended.

Introduction

By resolution of 27 March 2018, the Board of Directors of Fincantieri, approved, on proposal by the Remuneration Committee, the "Performance Share Plan 2019-2021" for the Company's management for the three-year period 2019-2021 to be submitted to the approval of the Shareholders' Meeting convened for approval of the financial statements as at 31 December 2017.

The Plan provides for free granting of Entitlements to Beneficiaries to be received free of charge up to a maximum number of 25,000,000 ordinary Fincantieri Shares without par value, based on the achievement of specific Performance Targets.

The Plan foresees the granting of three cycles of Entitlements, i.e., in 2019 (for 2019-2021 1st Cycle), in 2020 (for 2020-2022 2nd Cycle) and in 2021 (for 2021-2023 3rd Cycle).

This Information Document was drawn up in accordance with Article 114-*bis* of the Italian Consolidated Law on Finance (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 more particularly specified in this Information Document, the Board of Directors will determine certain aspects concerning implementation of the Plan based on the powers which will be granted thereto by the Shareholders Meeting.

The information resulting from resolutions which, subject to approval of the Plan by the Shareholders Meeting and in accordance with the general criteria thereof, the Board of Directors shall adopt in implementation of the Plan shall be provided with the methods and terms set forth in Article 84-bis(5)(a) of the Issuers' Regulations and, in any event, by the legislation from time to time in force.

This Information Document is intended to provide wide-ranging 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 2018), as well as by other methods in accordance with current legislation.

The Plan is to be considered "of particular importance" in accordance with Article 114-*bis*, paragraph 3, of the Italian Consolidated Law on Finance (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, having heard, to the extent applicable, the Remuneration Committee and based on the instructions given by the Chief Executive Officer, may change the perimeter of Beneficiaries during each Plan Cycle, also after the Entitlements' Grant Date, in the case of managers hired/dismissed/resigned or appointed to key positions after that date or to management roles assigned/removed after that date during the Plan's validity period.

In order to take part in the Plan, with reference to each Cycle:

a) The Beneficiaries must not be 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 resigned from office, nor have been revoked on the Entitlements' Grant Date.

In any event, for each Cycle of the Plan, the number of Beneficiaries shall not exceed 65.

Specifically, the Beneficiaries for the 1st Cycle shall be identified, no later than the Entitlements' Grant Date for the 1st Cycle, i.e., by 31 July 2019 the Beneficiaries for the 2nd Cycle shall be identified by the Entitlements' Grant Date for the 2nd Cycle, i.e., no later than 31 July 2020; the Beneficiaries for the 3rd Cycle shall be identified by the Entitlements' Grant Date for the 3rd Cycle, i.e., no later than 31 July 2021

1.1 *Names of the recipients who are members of the Board of Directors of the Company, 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.

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* (5)(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 paragraph 1.3 below, the Beneficiaries of the Plan can be identified at the final discretion of the Board of Directors, having heard the Remuneration Committee so far as applicable, and according to the instructions of the Chief Executive Officers, from the following categories of individuals:

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

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

- the Company’s General Manager;
- 8 Executives with Strategic Responsibilities;
- 14 Key Executives other than Executives with Strategic Responsibilities;
- 41 other key resources.

The exact number of Beneficiaries may vary due to reasons contained in paragraph 1 above.

The information pursuant to paragraphs 1.2 and 1.4, (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* (5) (a) of the Issuers' Regulations and, in any event, by the legislation from time to time in force.

The Beneficiaries of the First Cycle could be included individuals who have management roles in the subsidiaries of the Group.

1.3 ***Names of General Managers and Executives with Strategic Responsibilities who have received, during the financial year, total salaries greater than the highest total salary of those received by members of the Board of Directors and General Managers***.

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

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, (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, see paragraph 1.2 above.

It should be noted that the Plan is the same for all Beneficiaries and can differ only with respect to:

- maximum percentage of Entitlements to be granted with respect to the gross annual salary of each Beneficiary (paragraph 2.3.);
- Lock up Period provided for the various Beneficiaries (paragraph 4.6).

2. Reasons underpinning the adoption of the Plan

2.1 Plan Objectives

The Plan aims to achieve the following objectives:

i. to align more closely the interests of the Beneficiaries with those of the shareholders, linking management remuneration to specific Performance Targets, 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 Company's Remuneration Policy to best market practices that typically provide for long-term incentive tools.

The Board of Directors considers that a share-based incentive Plan, with a three-year term and with specific Performance Targets, 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, determine and extend the economic benefits of the Plan for a suitable period of time, in compliance with objectives of loyalty creation and alignment of management's and shareholders' interests in the medium to 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 Targets for the 2019-2021 three-year term (1st Cycle), the 2020-2022 three-year term (2nd Cycle) and the 2021-2023 three-year term (3rd Cycle).

Performance Targets are identified by the Board of Directors, upon proposal, to the extent applicable, by 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 that three-year time frame: the 2019-2021 three-year period for the 1st Cycle, the 2020-2022 three-year period for the 2nd Cycle and the 2021-2023 three-year period for the 3rd Cycle.

For the 1st Cycle (2019/2021) the Performance Targets are (1) EBITDA (as defined below) and (2) Total Shareholder Return ("TSR") (as defined below) with respect to both a FTSE Italia All Share As Amended index and to a specifically identified international peer group and (3) the Sustainability Index.

The Board of Directors, on proposal by the Remuneration Committee, to the extent applicable, has identified the abovementioned objectives as 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 from a financial and economic point of view and as regards sustainability.

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 (2019-2021), the Company calculates EBITDA as the value of the Group's performance before taxes, before income and financial charges, before income and 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 Redundancy Fund ("*Cassa Integrazione Guadagni Straordinaria*" (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;
d) other extraordinary charges or revenues from particularly significant non-recurring events.

For the purposes of the 1st Cycle (2019-2021), the aggregate value of the Group's EBITDA in the 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 Targets for the Group's EBITDA in the relative Performance Period is reached, compared to the target value expected for that period in the Group business plan according to the following table:

EBITDA Performance Target	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%
Greater than 130%	150%
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 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 shares of the Company itself.

The values of the Company's TSR, 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 (2019-2021), 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 2019-2021three-year period are considered.

The TSR indicator has a weight equal to 15% of the total Entitlements granted to each Beneficiary for the 1st Cycle and is structured as follows:

a) 5% of the Entitlements granted to each Beneficiary for the 1st Cycle ("Second Instalment of Entitlements") accrues at the end of such Cycle upon reaching the Performance Targets 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 Italia All Share 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 Target compared to the TSRs of companies included in the FTSE Italia All Share As Amended index and their distribution in the period	Percentage accrued for the Second 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 TSRs of companies included the benchmark index (threshold value)	50%
FINCANTIERI TSR equal to the	100%

median of the TSRs of companies included in the seventh decile of the benchmark index (target value)	
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	150%
Intermediate values are calculated using linear interpolation	

b) 10% of the Entitlements granted to each Beneficiary for the 1st Cycle ("Third Instalment of Entitlements") accrues when the Performance Target 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 Target 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	0%

median of TSRs of companies included in the benchmark index (below threshold)	
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	150%
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 SW Equity	SWX, 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
TechnipFMC PLC	FTI US Equity	NYSE
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 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.

3) Sustainability Index

A Sustainability Index is an instrument which permits measurement of achievement of sustainability objectives which the business has set for itself combined with and/or in addition to those of financial and economic performance in order to align with European best practices and the ever-increasing expectations of the financial community on sustainable development. For the purposes of the 1st Cycle (2019-2021),, the threshold objective –below which no accrual of any entitlement to receive shares is provided – is the maintenance of a C valuation in the Carbon Disclosure Project rating at the end of the 1st Cycle in the industry category.

The target, on the other hand, includes achievement of a second rating at the end of the 1st Cycle by another agency which evaluates the entire range of sustainability aspects.

The subsequent scale values, at the end of the 1st Cycle, are linked to reaching of ever higher positions on the evaluation scales of the two rating agencies.

The Sustainability Index is 15% of the total of the Entitlements granted to each Beneficiary for the 1st Cycle (Fourth Instalment of the Entitlements).

Therefore, the Fourth Instalment of the Entitlements accrues at the end of that Cycle on reaching the Performance Target measured in terms of the Sustainability Index according to the following table:

Fincantieri Sustainability Index Performance Target	Percentage accrued for the Fourth Instalment of Entitlements
Maintaining a“C” rating in the Carbon	0%

Disclosure Project	
Achievinga"C" rating in the Carbon Disclosure Project	50%
Achievinga"C" rating inthe Carbon Disclosure Project and obtaining a second evaluation by another rating agency (e.g. Vigeo, Sustainalytics) with a performance level of up to 50%	100%
Upon the occurrence of one of the following two alternatives: 1. achieving a "C" rating in the Carbon Disclosure Project and achieving a performance level evaluation higher than 50% (third quartile) in the second rating; 2. achieving a "B-" rating in the Carbon Disclosure Project and achieving a performance level evaluation of up to 50% in the second rating.	125%
Achieving a "B" rating in the Carbon Disclosure Project **AND** achieving a performance level evaluation higher than 75% (fourth quartile) in the second rating	150%

EBITDA, the two TSRs and the Sustainability Index, as defined above, are independent objectives. In the event that the minimum performance threshold for an objective has not been exceeded, the Entitlements granted may still accrue due to reaching another or some other objectives.

In the event of (i) de-listing; (ii) liquidation; (iii) bankruptcy; (iv) suspension/ discontinuance of, or material change to the principal business; 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 Italia All-Share index relevant for the TSR calculation shall be that effective, for each Cycle, on the last trading day of the relevant Performance Period.

If (i) the FTSE Italia All-Share index is not published, or (ii) extraordinary transactions or other events occur that, by their nature, may affect the TSR of one or more companies in the international Peer Group, the Board of Directors, having heard 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.

If (i) Sustainability Index is not published, or (ii) where other events unrelated to the Company occur that, by their nature, may affect the Sustainability Index, the Board of Directors, having heard the Remuneration Committee, shall modify and/or supplement the Sustainability Index.

The Board of Directors shall establish the Performance Targets for the 2nd and 3rd Plan Cycle, having heard, 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 relative incentive curve shall be notified to the Beneficiaries in the Grant Letter to be signed by the Beneficiaries for acceptance, no later than 15 days following receipt, failing which the Grant Letter will no longer be effective.

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

The Grant of Entitlements for each of the three Plan Cycles is carried out by the Company's Board of Directors, having heard, 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 2017, 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 salary, and (2) the weighted average market price of the Shares in the five trading days preceding the date of the Board of Directors' resolution. For each Plan Cycle during the Grant of Entitlements, that percentage shall be determined by the Company's Board of Directors, having heard, to the extent applicable, the Remuneration Committee, according to the instructions of the Chief Executive considering the position held by the Beneficiary and, in any event, not exceeding 115%.
The Grant of Entitlements is made free of charge.
The number of Entitlements granted to each Beneficiary may be increased during each Plan Cycle by the Board of Directors, having heard, to the extent applicable, the Remuneration Committee according to the instructions of the Chief Executive Officer, to account for any fixed remuneration increases of the Beneficiaries which 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 a maximum of 50%.

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 tax and accounting implications.

The drafting of the Plan did not involve any significant tax or accounting assessments. Specifically, with respect to tax aspects, reference will be made to the jurisdiction of the country where each Beneficiary resides.

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

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

3. Approval procedure and time frame for granting of Shares

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

On 27 March 2018 the Board of Directors, on proposal by the Remuneration Committee meeting on the same date, resolved to submit the Plan for approval to the Shareholders Meeting convened to approve the Financial Statements as at 31 December 2017. During the Shareholders' Meeting convened to resolve on the Plan, a proposal will be made to grant to the Board of Directors, having heard the Remuneration Committee, all powers necessary for the full and correct 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 Beneficiaries' names; (iii) determine the number of Entitlements to grant to each Beneficiary; (iv) determine the Performance Targets of the three Plan Cycles (without prejudice to the provisions concerning the 1st Cycle, as shown in paragraph 2.2. of this Information Document) and verify 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 paragraph 3.3 below) and its Regulations; (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, formality, procedure or notification necessary or appropriate for management and/or implementation of 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 Parties appointed to manage the Plan.

The Board of Directors is responsible for managing the Plan and is vested with all powers necessary and/or appropriate for the complete and correct implementation of the Plan, including those listed in paragraph 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 implementation, execution and amendment thereof, 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 assist the Board of Directors in the operational management of the Plan.

3.3 Current procedures for revising the Plan

To maintain the Plan's essential terms unchanged so far as possible and within the limits permitted under the legislation applicable from time to time, the

Board of Directors shall regulate any new rights and/or change and/or supplement the conditions and/or terms of the Grant of Entitlements or Allotment of Shares in the event of any extraordinary transactions, including, but not limited to:

- splitting and consolidation of Shares;
- scrip issue 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;
- transfers;
- 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 each occasion for the purposes of the Plan

However, the foregoing is without prejudice to the right of the Board of Directors, having heard the Remuneration Committee, to the extent applicable, to change the Plan all in whole or part to make it compliant with laws and regulations and/or to correct any inconsistencies, defects or omissions in the Plan.

3.4 Method for determining availability and grant of shares

In order to ensure greater flexibility in implementing the Plan, the Allotment of Shares will derive from: (i) treasury stock from acquisitions made pursuant to Article 2357 and 2357-*ter* of the Italian Civil Code, subject to approval by the Shareholders' Meeting; and/or (ii) shares deriving from the issuance, in one or several tranches, pursuant to Article 2349 of the Italian Civil Code, of a maximum amount of 25,000,000 ordinary shares without par value, having the same features as the outstanding ordinary shares, without increasing the share capital and subject to approval by the Extraordinary Shareholders' Meeting. In this regard it must be noted that, in accordance with 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 acquisitions of treasury stock made pursuant to Articles 2357 and 2357-*ter*of the Italian Civil Code.

According to the specific requirements of the Plan, the Board of Directors shall resolve on which method to use in practice and, where appropriate, the extent to which both methods may be simultaneously used to ensure 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; situations of conflict of interests

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

The Beneficiaries of the Plan may also include the Company's directors, as identified by the Board of Directors in Clause 1 hereof. In that 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, the Directors concerned shall abstain from voting.

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

At the meeting on 27 March 2018, the Remuneration Committee submitted its proposal related to the Plan to the Board of Directors.

At the meeting on 27 March 2018, 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 2017.

For that purpose, at the same meeting the Board of Directors, following previous approval by the Remuneration Committee, approved this Information Document and the Explanatory Report of the Directors on the remuneration plan pursuant to Article 114-*bis* of the Consolidated Financial Law.

3.7 Date of the decision adopted by the Company's board responsible for granting Entitlements and any proposal to the abovementioned board 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, having heard the Remuneration Committee, to the extent applicable, subject to approval of the Plan by the Shareholders' Meeting.

Grants will be made according to the following timetable:

- Grant for the 1st Cycle shall be made by 31 July 2019;
- Grant for the 2nd Cycle shall be made by 31 July 2020;
- Grant for the 3rd Cycle shall be made by 31 July 2021.

The Board of Directors shall determine the number of shares to be allotted to the Beneficiaries, for each of the three Plan Cycles, upon proposal by the Remuneration Committee so far as applicable, on the basis of the level of achievement of the Performance Targets at the end of the Performance Period and subject to subsequent approval by the Shareholders' Meeting called to approve the Company's financial statements for financial year ending on 31 December 2021 for the 1st Cycle, on 31 December 2022 for the 2nd Cycle and 31 December 2023 for the 3rd Cycle.

The Entitlements' Grant Date and the Shares' Allotment Date shall be disclosed using the procedures and within the time limits set forth in Article 84-*bis*(5)(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 paragraphs 3.6 and 3.7.

On 27March 2018, when the Remuneration Committee and the Board of Directors met to determine the structure of the Plan to be proposed to the Shareholders Meeting, the official trading price of the Shares on the Italian Stock Exchange was EUR 1,4665.

The information on the price of the Shares at the time of the Board of Directors' resolution on Entitlements' Grant and the Shares' Allotment will be disclosed using the procedures and within the time limits set out in Article 84-*bis*(5)(a) of the Issuers' Regulations and, in any event, in the legislation from time to time in force.

3.9 Measures adopted by the Company in the event that the Grant date of the Shares and any decisions in that respect by the Remuneration Committee coincides with disclosure of relevant information pursuant to Article 114(1) Consolidated Law on Finance.

It should be noted that no such measures were necessary, as the Shares will be allotted only on expiry of the Performance Period for each of the three Plan Cycles, subject to achievement of the Performance Targets (see paragraph 4.5). Consequently, any disclosure of privileged information at the time of the Entitlements' Grant would not affect the Beneficiaries who, at that time, are not able to perform any transactions concerning the Shares as the Allotment and Delivery thereof are deferred until well after the Grant of Entitlements.

4. Features of the Shares.

4.1 Structure of the Plan

The Plan provides for the granting, free of charge, of entitlements to the Beneficiaries of no more than 25,000,000 ordinary shares of Fincantieri without par value, subject to the achievement of specific performance targets.

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

Entitlements shall only be granted directly to Beneficiaries and are not transferrable except in case of death nor can they be subject to any restriction on any basis whatsoever.

4.2 Implementation period of the Plan, taking into account any different cycles envisaged

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

- 1st Cycle: 2019/2021 Performance Period;
- 2nd Cycle: 2020/2022 Performance Period;
- 3rd Cycle: 2021/2023 Performance Period.

The Delivery of the Allotted Shares to each Beneficiary who receives an Allotment Notice shall take place by transfer, once the statutory obligations and administrative and accounting obligations related to the granted Shares have been performed, into the securities account indicated by the Beneficiary or, with respect to the portion of Shares subject to the Lock-up Period, to the securities 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 in any event no later than 31 July 2022 forthe1st Cycle, 31 July2023 forthe2nd Cycleand31 July2024 forthe3rd Cycle.

4.3 Expiry of the Plan.

The 1st Plan Cycle will end on 31 July 2022 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 2023 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 2024 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, please see paragraph4.6 of this Information Document.

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

The Plan provides for Entitlements of a maximum of 25,000,000 Shares to be received free of charge.

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

4.5 Procedures and implementation clauses of the Plan.

The free Allotment of Shares for each of the three Plan Cycles is contingent upon achieving specific Performance Targets. Furthermore, on the Shares' Allotment Date, the resignation or dismissal notice period must not be running in relation to the Beneficiaries and Directors must not have resigned from office or have been dismissed 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, even in cases where the termination of the relationship takes effect after the Shares' Allotment Date due to the contractual notice period or for any other reason.

At the time of the Grant of Entitlements, the Board of Directors shall determine the Performance Targets for the specific three-year period of each Cycle after the 1st Cycle (2019-2021), on proposal by the Remuneration Committee so far as applicable.

For the 1st Cycle (2019-2021), the performance indicators selected are the EBITDA, TSR and Sustainability Index as described in paragraph2.2 of this Information Document.

4.6 Restrictions on availability of the Shares.

Entitlements to receive Shares free of charge are personal, also following the Shares' Allotment Notice until the Delivery, and they are not transferrable except in the case of death or subject to any restriction on any basis whatsoever.

Transfer means any transaction pursuant to which the Entitlements granted are transferred, directly or indirectly, to third parties, including transfer free of charge, 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.

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

Beneficiaries who are Executives with Strategic Responsibilities on permanent contracts are required to hold continuously a number of Shares equal to at least 20% of the Net Shares delivered for two years from the Delivery date.

4.7 Termination clauses applicable to the Plan should the recipients perform hedging transactions that may circumvent prohibitions on sale of Entitlements and Shares.

Hedging transactions by Beneficiaries on the Entitlements granted prior to the Allotment of the Shares constitutes breach of the prohibition on transfer of Entitlements granted under the Plan.

Therefore, any hedging transactions by Beneficiaries carried out in relation to the Entitlements granted before the Grant of the Shares will result in the loss of said Entitlements.

4.8 Effects of termination of the employment relationship.

In the event that, prior to Allotment of the Shares, the Beneficiary: (i) is dismissed for cause or for any breach of the duties arising out of the employment relationship, or resigns without cause; or (ii) is revoked for cause, or resigns from the office of Director without 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 delivered.

In the event that the Beneficiary: (i) resigns for cause (established by *res judicata* judgment) from employment or is unfairly dismissed or dismissed for breach of contractual obligations; or (ii) resigns for cause (established by *res judicata* judgment) from the office of director or is dismissed without cause, the Board of Directors, having heard the Remuneration Committee to the extent applicable, shall resolve on any Allotment of Shares to the Beneficiary according to the Plan's Regulations 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 or total and permanent disability with inability to work equal to or greater than 66%; (ii) when the Beneficiary meets the requirements for retirement; or (iii) upon termination of the fixed-term employment relationship or Director’s fixed term of office. In the aforementioned cases, the Board of Directors, having heard the Remuneration Committee to the extent applicable, shall carry out the Allotment of Shares according to the Plan's Regulations 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 paragraphs shall be delivered to the Beneficiary’s successors or assignees within the established time limits.

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

4.9 Other reasons for cancellation of the Plan.

In the event that following primary and/or secondary legislation entering into force (including tax and social security legislation) and/or as a result of the issue of official interpretation guidelines and/or as a result of changes in current interpretation of applicable legislation, the implementation of the Plan may cause additional charges for the Company whether taxes, social security contributions or other charges not currently envisaged, the Plan may be temporarily suspended, amended or cancelled.

In that case, the Company will not liable for damages, indemnities or charges vis-à-vis the Beneficiaries for any reasons whatsoever 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 any Shares free of charge not yet allotted.

4.10 Reasons for any “claw-back” provisions of the Shares by the Company.

The Plan provides 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 manifestly incorrect or misrepresented or in cases of fraud or wilful or negligent conduct that has caused damage to the Company, provided that the abovementioned assumptions are based on information 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 they are allotted free of charge.

4.12 Evaluation of expected charges for the Company on the date of the related grant determined under the terms and 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.

At present, the maximum expected charge to the Company for the Plan's 1st Cycle on the date of this Information Document amounts to approximately 7,800,000 shares.

Further information on the costs of the Plan for the Company will be provided following the procedures and within the time limits set out in Article 84-bis(5)(a) of the Issuers' Regulations and, in any event, in the legislation from time to time in force.

4.13 Possible share dilution caused by the Plan.

Any share dilution effects caused by implementing the Plan are subject to a decision by the Company to fund the Plan by acquisitions on the market or by issuing shares pursuant to Article 2349 of the Italian Civil Code. If the provision of the maximum number of Shares under the Plan only takes place by share issuance, the dilution will amount to 1.45%.

4.14 Limits to exercising voting rights and 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 1 and 2, provided by paragraph 4.24 of Schedule 7 of Annex 3A of the Issuers' Regulations.

Name and surname or category	Office		CHART 1 Plan for the granting of shares free of charge – “Performance Share Plan 2016-2018” (1st three-year Cycle 2016-2018) and (2nd second three-year Cycle 2017-2019)[(1)]						
			Section 1 Shares relating to the plans, valid and approved on the basis of previous shareholders' meetings' resolutions						
		Date of the Shareholders' resolution [(2)]	Type of financial instrument	Number of shares held at the end of the previous financial year	Maximum number of Granted Shares [(3)]	Grant Date [(4)]	Share purchase price if applicable	Market price on Grant Date	Vesting period
Giuseppe Bono	Chief Executive Officer FINCANTIERI S.p.A.	19 May 2017	FINCANTIERI S.p.A. shares	0 [5]	2,909,305 1st cycle (2016-2018)	15 December 2016[6]	N.A.	0.4245	-[8]
				0 [5]	1,190,132 2nd cycle (2017-2019)	25 July 2017 [7]	N.A.	1,0377	-[8]
Alberto Maestrini	General Manager FINCANTIERI S.p.A.	19 May 2017	FINCANTIERI S.p.A. shares	0 [5]	562,884 1st cycle (2016-2018)	15 December 2016 [6]	N.A.	0.4245	-[8]
				0 [5]	286,638 2nd cycle (2017-2019)	25 July 2017 [7]	N.A.	1,0377	-[8]
5 Executives with Strategic Responsibilities in FINCANTIERI S.p.A.		19 May 2017	FINCANTIERI S.p.A. shares	0 [5]	1,340,007 1st cycle (2016-2018)	15 December 2016 [6]	N.A.	0.4245	-[8]
8 Executives with Strategic Responsibilities of FINCANTIERI S.p.A.				0 [5]	1,078,520 2nd cycle (2017-2019)	25 July 2017 [7]	N.A.	1,0377	-[8]
7 Key Executives in FINCANTIERI S.p.A.		19 May 2017	FINCANTIERI S.p.A. shares	0 [5]	1,818,359 1st cycle (2016-2018)	15 December 2016 [6]	N.A.	0.4245	-[8]
14 Key Executives of FINCANTIERI S.p.A.				0 [5]	1,313,867 2nd cycle (2017-2019)	25 July 2017 [7]	N.A.	1,0377	-[8]
33 other key resources of FINCANTIERI S.p.A.		19 May 2017	FINCANTIERI S.p.A. shares	0 [5]	5,201,453 1st cycle (2016-2018)	15 December 2016 [6]	N.A.	0.4245	-[8]
26 other key resources of FINCANTIERI S.p.A.				0 [5]	1,552,761 2nd cycle (2017-2019)	25 July 2017 [7]	N.A.	1,0377	-[8]

(1) Information on the 3rd Plan Cycle will be provided in compliance with the procedures and within the period specified in Article 84-bis(5)(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) It is specified that the number of shares indicated in Table 3A of the Report on Remuneration are calculated at target.

(4) With reference to the 3rd cycle of the Plan, the Grant is envisaged to take place by 31 July 2018.

(5) No valid shares relative to the plans approved on the basis of previous shareholders’ meetings resolutions are held. For the other shareholdings see Table in Section III of the Remuneration Report.

(6) It is specified that the Remuneration Committee which proposed the number of entitlements to grant met on 15 December 2016, and on the same date the Board of Directors resolved the maximum number to grant.

(7) It is specified that the Remuneration Committee which proposed the number of entitlements to grant met on 20 July 2017. The Board of Directors which resolved the maximum number of shares to grant met on 25 July 2017.

(8) Pursuant to the Plan, the Vesting Period is the period which runs between the Entitlements Grant Date and the Date of Allotment of Shares to the Beneficiaries. That period is approximately three years but can be longer or shorter depending on the actual Allotment Date and Grant of the Shares with reference to each Plan Cycle

Name and surname or category	Office		CHART 1 Plan for the granting of shares free of charge – "Performance Share Plan 2019-2021" (1st three-year Cycle 2019-2021)[1]						
			Section 2 Newly granted shares based on the BoD's resolution for proposal at the Shareholders' Meeting						
		Date of shareholders' resolution [2]	Type of financial instruments	Maximum Number of Shares Granted	Grant Date [3]	Share purchase price if applicable	Market price on Grant Date	Vesting Period
CEO	Chief Executive Officer FINCANTIERI S.p.A.	11 May 2018	FINCANTIERI S.p.A. Shares	N.A.	by 31 July 2019	N.A.	N.A.	-4
GM	General Manager FINCANTIERI S.p.A.	11 May 2018	FINCANTIERI S.p.A. Shares	N.A.	by 31 July 2019	N.A.	N.A.	-4
8 Executives with Strategic Responsibilities di FINCANTIERI S.p.A. [5]		11 May 2018	FINCANTIERI S.p.A. Shares	N.A.	by 31 July 2019	N.A.	N.A.	-4
14 Key Executives of FINCANTIERI S.p.A. [5]		11 May 2018	FINCANTIERI S.p.A. Shares	N.A.	by 31 July 2019	N.A.	N.A.	-4
41 Other key resources of FINCANTIERI S.p.A. [5]		11 May 2018	FINCANTIERI S.p.A. Shares	N.A.	by 31 July 2019	N.A.	N.A.	-4

(1) Information on the 2nd and 3rd Plan Cycle will be provided in compliance with the procedures and within the period specified in Article 84-bis(5)(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 Cycles of the Plan, the Grant is scheduled to take place, by 31 July 2020 and 31 July 2021, respectively.

(4) Pursuant to the Plan, the Vesting Period is the period which runs between the Entitlements Grant Date and the Allotment Date of Shares to the Beneficiaries. That period is approximately three years but can be longer or shorter depending on the actual Allotment Date and Grant of the Shares with reference to each Plan Cycle

(5) This is the number of beneificiaries who presently are envisaged to come within the 1st Plan Cycle. It is specified that the exact identification of the same can vary.