

**ABSTRACT OF SHAREHOLDERS AGREEMENT PURSUANT TO ART. 122 OF LEGISLATIVE DECREE 24.2.1998, N. 58. AND OF ART. 129 OF THE CONSOB REGULATION N. 11971/1999, AS SUBSEQUENTLY AMENDED**

**SHAREHOLDERS AGREEMENT BETWEEN UNICREDIT S.P.A., INTESA SANPAOLO S.P.A., NUOVE PARTECIPAZIONI S.P.A. AND LONG-TERM INVESTMENTS LUXEMBOURG S.A.**

Reference is made to the shareholders agreement (the “**Shareholders Agreement**”) executed on 24 May 2014 between UniCredit S.p.A. (“**UC**”), Intesa Sanpaolo S.p.A. (“**ISP**”), Nuove Partecipazioni S.p.A. (“**NP**”) and Long-Term Investments Luxembourg S.A. (the “**Strategic Investor**”) (UC, ISP, NP, and the Strategic Investor jointly the “**Parties**”), which sets forth provisions relevant for the purposes of art. 122, paragraph 1 and paragraph 5, letters a) and b) of Legislative Decree 24.2.1998, n. 58 regarding the governance of (a) Camfin S.p.A. (“**CF**”), company indicated by the Parties, as better illustrated below, as vehicle for the implementation of the partnership between the Parties, as well as, (b) for certain aspects and within the limits allowed by the legal regime and the nature of such affiliate, of Pirelli & C. S.p.A. (“**Pirelli**”), company in which CF holds, directly and indirectly, a participation equal to 26.19% of the voting share capital.

On the same date, following the term sheet of 15 March 2014 (the “**Term Sheet**”), UC, ISP, NP and the Strategic Investor executed a co-investment agreement (the “**Co-Investment Agreement**”), which sets forth the reciprocal rights, undertakings and obligations of the Parties in the context of a project aimed at the implementation of a program for the development of the business, strategies and activities of Pirelli to foster the further growth of Pirelli.

The transaction contemplated by the Term Sheet (the “**Transaction**”) consisted in the implementation of a partnership through recourse to a newly incorporated company – referable as to 50% to a new corporate vehicle (participated, in turn, by NP, ISP and UC ) and as to 50% to the Strategic Investor – which would have acquired the Pirelli shareholding owned by Lauro Sessantuno S.p.A. (“**Lauro 61**”) through CF and subsidiaries of the latter. For this purpose, it was envisaged, among the others, the exit of Clessidra SGR S.p.A., on behalf of Clessidra Capital Partners II (“**Clessidra**”) – shareholder of Lauro 61 through the company Lauro Cinquantaquattro S.r.l. (“**Lauro 54**”) – as well as of ISP and UC from the partnership until now existing in Lauro 61/ CF and the simultaneous partial reinvestment by ISP and UC in the above mentioned new partnership. At the end the negotiations carried out following the Term Sheet, with the execution of the Co-Investment Agreement the Parties have agreed not to establish a new corporate vehicle but to implement the Transaction through CF which, following completion of a number of corporate activities and transactions as described below, shall be participated as to 50% by the Strategic Investor and as to 50% by a newly incorporated company (“**Newco**”), participated in turn, respectively by NP as to 76%, by ISP as to 12% and by UC as to 12%.

In particular, the Co-Investment Agreement provides for the completion of a series of corporate activities and transactions, including the acquisition by the Strategic Investor (i) of the entire corporate capital of Lauro 54 held by Clessidra, (ii) of a shareholding equal to 12.97% of the corporate capital of Lauro 61 held by ISP e (iii) of a shareholding equal to 12.97% of the corporate capital of Lauro 61 held by UC. Following the above transactions, Lauro 61 shall be participated as follows:

- by NP, with a shareholding equal to 39.09% of the corporate capital of Lauro 61;
- by ISP, with a shareholding equal to 5.46% of the corporate capital of Lauro 61;
- by UC, with a shareholding equal to 5.46% of the corporate capital of Lauro 61; e
- by the Strategic Investor, also through Lauro 54, with a shareholding equal to 50% of the corporate capital of Lauro 61.

The Co-Investment Agreement also provides that, as soon as possible and in order to simplify the corporate chain of CF, shall take place a reorganization (the “**Reorganization**”), to be implemented through the following transactions:

- the merger by incorporation of Lauro 61 in CF (the “**First Merger**”) and, upon request of the Strategic Investor, of Lauro 54 in CF (the “**Second Merger**”) and jointly with the First Merger, the “**Merger**”);

- the non-proportional demerger in favor of Newco of the assets and liabilities of CF other than the Pirelli shareholding (the “**CF Other Assets and Liabilities**”), that is of the shareholding in Prelios S.p.A. and of other shareholdings of minor relevance (the “**Demerger**”);
- the contributions into Newco, by NP, ISP and UC, of their respective shareholdings in CF as received at the end of the said transactions (the “**Contributions**”).

As a result of the Merger, of the Demerger and of the Contributions and, therefore, following completion of the Reorganization, the corporate capital, respectively, of CF and Newco shall be held as follows: (i) as to CF: (aa) the Strategic Investor shall hold a number of shares equal to 50% of the corporate capital of CF and (bb) Newco shall hold a number of shares equal to the remaining 50% of the corporate capital of CF, and (ii) as to Newco: (xx) NP shall hold a number of shares equal to 76% of the corporate capital of Newco; (yy) ISP shall hold a number of shares equal to 12 % of the corporate capital of Newco; and (zz) UC shall hold a number of shares equal to 12 % of the corporate capital of Newco.

The completion of the Transaction, including the completion of the acquisition by the Strategic Investor of the entire corporate capital of Lauro 54 as well as of the participations representing 12.97% of the corporate capital of Lauro 61 held, respectively, by UC and ISP in Lauro 61 (the “**Closing**”) is subject, in particular, to the conditions precedent of the performance of the certain procedures before the competent antitrust authorities, to the commencement of the procedures regarding the First Merger and the Demerger in the context of the Reorganization with the approval by the competent boards of directors of the relevant merger and demerger plans, to the absence of sanction measures impeding the completion of the Transaction and to the obtainment of certain waivers from the pool of financing banks under the existing financing agreement with CF.

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The Shareholders Agreement (also the “**SHA**”), whose provisions must be reflected to the maximum extent allowed by law in the new by-laws of CF which shall be adopted at Closing, sets forth the terms and conditions regarding (i) the governance of CF (ii) the presentation of the slate for the appointment of the Pirelli’s directors, (iii) to the extent feasible and subject to reaching the necessary quorums in the Pirelli’s shareholders’ meeting, the number of directors who shall be designated by the Parties in the board of directors of Pirelli, (iv) the rules aimed at maintaining the standards of governance of Pirelli in line with the best market practice and (v) the rules applicable to the transfer of their respective stakes in CF and, indirectly, in Pirelli.

#### **COMPANY WHOSE FINANCIAL INSTRUMENTS ARE INTERESTED BY THE SHAREHOLDERS AGREEMENT**

Until completion and actual effectiveness of the First Merger, Lauro Sessantuno S.p.A., joint stock company with registered office in Milan, Via del Lauro 7, registration number at the Companies Register of Milan, tax code and VAT number 08260080968, share capital Euro 8,146,883.00.

Camfin S.p.A., joint stock company with registered office in Milan, Piazza Borromeo 12, registration number at the Companies Register of Milan, tax code and VAT number IVA 00795290154, share capital Euro 286,931,948.94.

Pirelli & C. S.p.A., with registered office in Milan, Viale Piero e Alberto Pirelli n. 25, share capital of Euro 1,345,380,534.66, fully paid-in, tax code, VAT number and registration number at the Companies Register of Milan n. 00860340157, whose shares are listed on the MTA organized and managed by Borsa Italiana S.p.A..

#### *Percentuali e numero di strumenti finanziari oggetto del Shareholders Agreement.*

##### ***Lauro 61 (until completion and effectiveness of the First Merger)***

Are object of the Shareholders Agreement the shares representing 100% of the corporate capital of Lauro 61. Upon completion and actual effectiveness of the First Merger and of the Demerger, shall be object of the

Shareholders Agreement the shares of CF according to the percentages indicated in the chart on the percentages of participation in CF.

### **CF**

CF is fully controlled by Lauro 61. Following the First Merger and the Demerger, as a result of the incorporation of Lauro 61 in CF, the Parties shall hold a percentage of participation in CF equal to:

<b>CF Shareholders</b>	<b>Number of shares of CF held by the Parties</b>	<b>Percentage of participation in CF</b>
UniCredit S.p.A.	444,427	5.61 %
Intesa Sanpaolo S.p.A.	444,427	5.61 %
Nuove Partecipazioni S.p.A.	3,184,587	38.78%
<b>Total</b>	<b>4,073,441</b>	<b>50%</b>

Following the Reorganization, to be intended at least as completion of the First Merger, of the Demerger and of the Contributions, the shares representing 100% of the corporate capital of CF shall be held, respectively, by (i) Newco as to 50% and (ii) Long-Term Investments Luxembourg S.A. (also through Lauro 54) as to the remaining 50%.

### **Pirelli**

The shares object of the Shareholders Agreement consist in the shareholding held, directly and indirectly, by CF in Pirelli equal to 26.19%.

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The Shareholders Agreement shall enter into force on the Closing date and shall remain valid and effective until (i) the fifth anniversary from the date of 24 May 2014 with respect to all provisions concerning CF, and (ii) the third anniversary from the date of 24 May 2014 with respect to all provisions concerning Pirelli, and, at such date, it shall automatically renew for a further period of two years, unless a Party informs the other Parties of its intention not to renew the Shareholders Agreement, with notice sent at least four months before the expiry of the initial term of three years.

The SHA is filed on the date hereof with the Companies' Register of Milan.

The essential information *ex art. 130* of Consob Regulation n. 11971/1999, for a punctual analysis of the SHA, are published within the terms set forth by law on the internet website [www.pirelli.com](http://www.pirelli.com).

**Milan, 29 May 2014**