

COURTESY TRANSLATION  
THE ITALIAN VERSION SHALL PREVAIL

**Excerpt of the shareholders' agreements notified to Consob pursuant to and in accordance with Article 122 of Legislative Decree 58 of February 24, 1998**

On June 4, 2013, in the context of a streamline transaction regarding the ownership structure of Camfin S.p.A. ("**Camfin**"), after the dissolution of the partnership between Marco Tronchetti Provera & C. S.p.A. ("**MTP**"), Marco Tronchetti Provera Partecipazioni S.p.A. ("**MTPP**") and Malacalza Investimenti S.r.l. ("**MCI**") in relation to Gruppo Partecipazioni Industriali S.p.A. ("**GPI**") and Camfin, the following have been signed:

- (i) a framework agreement (the "**Framework Agreement**") between MTP, MTPP, GPI, Nuove Partecipazioni S.p.A. (an indirect subsidiary of MTP, "**NP**"), Lauro Sessantuno S.p.A. ("**NewCo**" or the "**Company**"), Lauro Cinquantaquattro S.r.l. ("**L54**", a company wholly owned by Clessidra SGR S.p.A. ("**Clessidra**") on behalf of the *Clessidra Capital Partners II* fund), Intesa Sanpaolo S.p.A. ("**Intesa**") and UniCredit S.p.A. ("**UniCredit**" and, together with L54 and Intesa, the "**Investors**"; MTP, MTPP, GPI, NP, NewCo, L54, Intesa and UniCredit, hereinafter, the "**Parties**"), which regulates the mutual rights, commitments and obligations of the parties, in the framework of a business and financial project aimed at facilitating the streamline of the ownership structure of Camfin, to be implemented, *inter alia*, through the investment of NewCo in Camfin and promotion by NewCo of a mandatory takeover bid (the "**Offer**") on 286,320,077 ordinary shares of Camfin, representing 36.52% of the share capital of Camfin and equal to all the outstanding ordinary shares, after deducting (i) no. 478,077,004 ordinary shares of Camfin, equal to 60.99% of its share capital, owned by NewCo in consequence of the purchase transactions described herein (the "**Majority Shareholding**") and (ii) no. 19,522,511 ordinary shares of Camfin, equal to 2.49% of its share capital (hereinafter, the "**MM Shares**"), which, as provided in the Framework Agreement, MTP undertook to purchase within December 31, 2013 from Mr. Massimo Moratti and from the company controlled by him, C.M.C. S.p.A., in order to obtain their subsequent contribution to NewCo;
- (ii) a shareholders' agreement (the "**Shareholders' Agreement**") between MTP, MTPP, GPI, NP, L54, Intesa and UniCredit, which contains provisions related to the governance of the NewCo, Camfin and, for certain aspects and within the limits allowed by the statutory regulation and nature of the subsidiary, of Pirelli & C. S.p.A. ("**Pirelli**"), a company in which Camfin owns a shareholding equal to the 26.19% of the share capital with voting rights.

In relation to point (i) hereinabove, and in particular the Majority Shareholding, it is noted that that Shareholding was acquired from NewCo through the following transactions:

- purchase from MCI of Camfin shares equal to 12.37% of its share capital;
- purchase from MTPP of Camfin shares equal to 13.20% of its share capital;
- contribution to NewCo by NP of Camfin shares equal to 35.41% of its share capital (the "**NP Contribution**"). The shareholding in the share capital of Camfin which is the object of the NP Contribution was acquired by NP upon contribution to it on the same date:

- (i) of Camfin shares equal to 29.45% of its share capital, by GPI; and
- (ii) Camfin shares, equal to 5.96% of the share capital of Camfin (the "**MTP Partners Contribution**"), by Vittoria Assicurazioni S.p.A., Yura International B.V. and Fidim S.r.l. (jointly referred to as the "**MTP Partners**").

The extraordinary shareholders' meeting of NewCo resolved on June 4, 2013:

- the adoption of new by-laws which provides for, *inter alia*, the breakdown of the share capital into three distinct classes of shares (A, B and C);
- a capital increase of euro 199,888,307.28, through the issuance of class A shares, reserved for subscription to NP, and paid in kind by means of the NP Contribution (the "**Capital Increase in Kind**");
- two capital increases for cash (the "**Capital Increases for Cash**"), of which:
  - an initial increase for Euro 183,000,000 (the "**First Capital Increase for Cash**"), subscribed on the same date (i) by NP, for 130,545 class A shares; (ii) by L54, for 1,069,530 class B shares; (iii) by Intesa, for 535,237 class C shares; (iv) by UniCredit, for 535,237 class C shares;
  - a second Capital Increase for Cash, for a maximum of Euro 227,000,000 (the "**Second Capital Increase for Cash**"), which will be subscribed by UniCredit, Intesa, L54 and NP in accordance with the Framework Agreement.

After the Capital Increase in Kind and the First Capital Increase for Cash and before the launch of the Offer, NewCo is 54.8% owned by NP, 23.8% owned by Clessidra (through L54), 10.7% owned by Intesa, and 10.7% owned by UniCredit as of the publication date of this excerpt.

The exact number of NewCo shares that will be subscribed by the NewCo shareholders in execution of the Second Capital Increase for Cash will depend, *inter alia*, on the disbursements related to the acceptances of the Offer. Assuming the full subscription and payment of the maximum number of shares of NewCo, including the Second Capital Increase for Cash, the share capital of NewCo would be broken down as follows:

SHAREHOLDER	NUMBER AND CLASS OF SHARES	SHAREHOLDING
NP	3,768,610 class A shares	37.69%
L54	2,460,950 class B shares	24.61%
INTESA	1,885,220 class C shares	18.85%
UNICREDIT	1,885,220 class C shares	18.85%

In consequence of the purchase of the Majority Shareholding (as mentioned, equal to the 60.99% of the share capital of Camfin), arose the obligation to promote the Offer pursuant to Article 106(1) and Article 109 of Legislative

Decree 58/1998 ("**TUF**") on 286,320,077 ordinary shares of Camfin listed on the Mercato Telematico Azionario (electronic stock market, or "**MTA**") organised and managed by Borsa Italiana S.p.A. ("**Borsa Italiana**"), representing all the outstanding ordinary shares, having deducted the shares representing the Majority Shareholding and the MM Shares. The obligation of the Parties to the Framework Agreement is associated, pursuant to Article 109 TUF, with the obligation of the MTP Partners, as consequence of the MTP Partners Contribution, designed to reinforce the total equity investment made by MTP in Camfin and, therefore, relevant pursuant to Article 101-*bis*, paragraph 4, TUF.

Pursuant to the Framework Agreement, it is provided that NewCo is the entity designated to launch the Offer – aimed at the delisting Camfin shares – in compliance with applicable laws and regulations, at the price of euro 0.80 for each Camfin share contributed in acceptance of the Offer (the "**Takeover Bid Consideration**").

Since the transaction is governed by the Framework Agreement, it is subject to the prior authorisation by the European Commission, pursuant to EU Regulation 139/2004 on the control of business combinations, so the Investors have promised not to exercise their voting share rights in NewCo during the period between subscription of the Framework Agreement and obtaining authorisation by the European Commission.

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#### Shareholders' Agreement

The Shareholders' Agreement (also referred to as the "**Agreement**") sets out the rules for the exit and the governance of NewCo, of Camfin, and of certain aspects, within the limits allowed by the legal system and the nature of that subsidiary, of Pirelli, in order to pursue the shared objective of giving stability to the ownership structure of Camfin and thereby create the best conditions for further creation of value in regard to the latter's shareholdings in Pirelli, in view of and for the period of time identified by the Parties to determine its value through exit from the investment. The Agreement also contains a specific provision concerning the governance of Prelios S.p.A.

#### Definitions

The Agreement uses the following definitions, *inter alia*:

"**Default Event**": default by MTP, MTPP, GP and/or NP to fulfil commitments and obligations of the Agreement;

"**Key Subsidiaries**": in addition to Maristel S.p.A., Pirelli Industrie Pneumatici S.r.l., Pirelli Sistemi Informativi S.r.l., Pirelli Tyre S.p.A., Pirelli China Tyre N.V., Pirelli International Ltd., S.C. Cord Romania S.r.l., S.C. Pirelli Tyres Romania S.r.l., Open Joint Stock Company "Kirov Tyre Plant", Pirelli Neumaticos S.A., Dackia AB, Pirelli Tyre (Suisse) SA, Celikord A.S., Turk-Pirelli Lastiklcri A.S., Pirelli North America Inc., Pirelli Neumaticos SA I.C., Pirelli Pneus Ltda, Pirelli Neumaticos S.A. de C.V., Pirelli de Venezuela C.A.,

Alexandria Tire Company S.A.E., Pirelli Tyre Co. Ltd., Pirelli Japan Kabushiki Kaisha, the companies that will be direct or indirect subsidiaries at any time, with annual net sales higher than Euro 50 million.

**"Threshold Date"** means the first, in chronological order, between the following dates:

(i) the third anniversary of the date of adoption of by-laws by the Company, being agreed that, if MTP, MTPP, GP and NP had sent the Agreement Renewal Proposal (as defined herein) to all the Investors, the Agreement will be automatically extended for another 12 months; (ii) the third day after a Significant Event (as defined herein) has occurred or a Default Event or a Change in Control (as defined herein) has been ascertained, provided that the assessment is deemed to be completed when the chairman of the board of directors of NewCo (or, if he is absent, the deputy chairman) has recognised that a Significant Event or Default Event or a Change in Control have occurred.

**"Significant Event"**: means:

(i) any activity that might reasonably lead to the execution of any transaction relating to the transfer of the shareholding owned by NewCo in Camfin (the "**Camfin Investment**") or the shareholding owned by Camfin, *inter alia* through Camfin Partecipazioni S.p.A., in Pirelli and equal to the 26.19% (the "**Pirelli Investment**"), except for and without prejudice to the existing commitments and obligations related to the exchangeable bond ("*€150,000,000 5.625 per cent. Guaranteed Exchangeable Bonds due 2017 guaranteed by Camfin S.p.A.*"; the "**Bond**") and, within the limits allowed by the Agreement, for the performing of any activities that might enhance the value of the Camfin Investment and the Pirelli Investment, and the provisions related to disposal of the NewCo shares, the Camfin Investment and the Pirelli Investment; (ii) any event in consequence of which the Agreement lapsed, cancelled or otherwise became unenforceable, *inter alia* prior to its expiry date, that cannot be attributed to L54 or failure to renew it – including the case where this involves an additional renewal after the initial renewal – by MTP, MTPP, GP or NP; (iii) failure to amend the by-laws of Nuova Camfin (as defined herein) for any reason other than failure to approve the resolution due to the opposing vote of L54.

**"Fundamental Prerogatives of the Shareholders' Meeting"**: any one of the following prerogatives of the shareholders' meeting of the Company or of Camfin:

**a.** any kind of amendments to the by-laws (including, for example, capital increases and reductions – including those set out in Articles 2446 and 2447 of the Italian Civil Code – exchangeable bonds, mergers, demergers and transformations, extension of duration, liquidation and revocation of winding-up proceedings); **b.** distribution of dividends, profits and distributable reserves; **c.** decisions concerning stock option plans; **d.** decisions concerning the purchase, disposal, cancellation of and other transactions involving treasury shares; **e.** approval of operating acts for which the Board of Directors shall request a prior authorisation of the shareholders pursuant to the bylaws before the execution; **f.** the appointment, replacement, dismissal, determination of the number, the remuneration and term of office of the directors and statutory

auditors of the Company or Camfin, except in the event that they have been appointed in accordance with the Agreement and, if provided, the appointment, replacement, dismissal and determination of the number and powers of the general manager(s); **g.** the appointment, replacement, revocation and determination of the number of liquidators of the Company or Camfin; **h.** appointment and determination of the powers of the Chairman of the Board of Directors; **i.** resolutions to be taken as part of the process to list the Company;

**"Prerogatives of the Shareholders' Meeting"**: any one of the following prerogatives of the shareholders' meeting of the Company or of Camfin:

**a.** promotion of liability claims against directors and statutory auditors and their waiver or settlement; **b.** resolutions to be taken in regard to bankruptcy proceedings, reorganization and/or restructuring plans or liquidation winding up of the Company or Camfin.

**"Board of Directors Prerogatives"**: any one of the following matters falling under the competence of the Board of Directors of the Company or Camfin:

**a.** any acquisition, sale, transfer or every other act of disposal concerning immovable or movable properties (other than shares and warrants issued by Pirelli and/or Camfin and other financial instruments which allows the subscription of shares issued by Pirelli and/or Camfin, in reference to which the Parties shall apply what is provided herein regarding the disposal of the Camfin Investment or the Pirelli Investment), by the Company or Camfin or subsidiaries for an amount higher than Euro 250,000.00 for each individual transaction or series of connected transactions; **b.** mergers, demergers, transformation and winding-up, as well as all other extraordinary transactions whose value is higher than Euro 250,000.00 per transaction or series of related transactions, related to the Company or Camfin or subsidiaries; **c.** any transaction which requires, as result of the same, the subsequent obligation to make a takeover bid on companies listed on a regulated market, as well as any resolution related to the takeover bid as provided by Articles 102 ff. TUF; **d.** capital increases in any form and the issuance of other financial instruments related to the Company or Camfin or the subsidiaries; **e.** assumption, in any form and for any reason, of financial debt, with the exception of current account credit lines held by the Company and/or Camfin or subsidiaries at the Signing Date for the purpose of ordinary activity; **f.** the appointment, replacement, dismissal, determination of the number and term of office of directors and statutory auditors of the subsidiaries and of Pirelli, with the exception of the possibility, in the case of Pirelli, that they have been appointed in accordance with the provisions of the Agreement; **g.** determination and verification of the remuneration of members of the board of directors of the Company or Camfin holding specific offices and top management, in regard to the Company or Camfin or subsidiaries; **h.** any agreement entered into or transaction executed by the Company or by Camfin or by other subsidiaries with related parties; **i.** determinations or proposals of the Board of Directors in regard to resolutions to be proposed to the Shareholders' Meeting of the Company or Camfin; **l.** determination with regard to the exercise of the voting right during the shareholders' meeting of Camfin, Pirelli, or subsidiaries except as indicated at item (f); **m.** appointment of advisors and determination of their fees; **n.** adoption of the business plan and annual budget of the Company or Camfin or subsidiaries and amendments, updates or supplements; **o.** determination and choice of criteria for the carrying out of impairment tests and determination of the Value in use by the Company or Camfin or subsidiaries,

including the appointment of experts to conduct impairment tests on said companies; **p.** material changes in the (and application of the) Accounting Principles applied by the Company and Camfin; **q.** with regard to Camfin, any resolution and/or transaction related to the bond, its refinancing or exercise of any right deriving therefrom; **r.** appointment and determination of the powers of the managing director(s) with executive powers at the Company, Camfin and the subsidiaries; **s.** in regard to the subsidiaries of Camfin (other than Pirelli), any decision covered by the previous point (a) through (r) and (u) to the extent that it falls within the scope of responsibility of the Company or Camfin; **t.** in regard to the subsidiaries of Camfin, any decision covered by the previous points (a) through (r) and (u) to the extent that this is applicable to that subsidiary; **u.** any transaction – without prejudice to the bans and undertakings assumed by the Parties pursuant to the Agreement – included among those related to disposal of the Camfin Investment and the Pirelli Investment.

**"Pirelli Strategic Prerogatives"**: any one of the following matters (regardless of the body having the competence to decide): (i) resolutions in the competence of the Pirelli shareholders' meeting or the extraordinary shareholders' meeting of its Key Subsidiaries; (ii) strategic joint venture or partnership agreements related to Pirelli or Key Subsidiaries or any other extraordinary transaction involving a change in the scope of group activity or the strategic plans approved by the Board of Directors of Pirelli, (iii) any act or transaction, other than the preceding, which if implemented could lead to a material liability or substantially negative or prejudicial event or a material change in the situation of Pirelli in the case of exit of investment by Camfin.

**"Pirelli Significant Prerogatives"**: any one of the following matters (regardless of the body having the prerogative to decide); (i) extraordinary transactions; (ii) definition of the business plan guidelines or adoption of strategic plans or forecasts involving a significant discontinuity with the previous ones; (iii) the replacement/appointment of key managers of Pirelli or its Key Subsidiaries; (iv) the closure of business units or launch of major corporate or financial restructuring of Pirelli or its Key Subsidiaries.

**"Change in Control"**: without prejudice for certain specific cases personally regarding Mr. Marco Tronchetti Provera and impacting on the ownership structure (the case in which any measurement of the value of the Camfin Investment and the Pirelli Investment will be conducted by LS4 after prior, binding consultation with NP) and on his managerial presence and contribution, which are not covered by the definition of Change in Control, means any event in consequence of which (i) Mr. Marco Tronchetti Provera loses sole control of MTP and/or MTPP and/or GP and/or NP, or (ii) Mr. Marco Tronchetti Provera ceases to own a direct investment, represented by unrestricted voting shares at the ordinary and extraordinary shareholders' meetings of MTP equal to at least 68% of the total voting shares; or (iii) MTP ceases to own a direct investment, represented by unrestricted voting shares at the ordinary and extraordinary shareholders' meetings of MTPP equal to 100% of the total voting shares of MTPP; or (iv) MTPP ceases to own a direct shareholding, represented by unrestricted voting shares at the ordinary and extraordinary shareholders' meetings of GP equal to at least 57% of the total voting shares of GP; or (v) GP and MTPP cease to own a direct investment, represented by unrestricted voting shares at the ordinary and extraordinary shareholders' meetings of NP collectively equal to at least 85% of the total voting shares of NP (with a

Change in Control being considered any circumstance that, without modification of the percentages of investment in share capital envisaged at items (ii), (iii), (iv) and (v), results in a form of joint control with one or more parties other than Mr. Marco Tronchetti Provera or other than companies that are directly and/or indirectly controlled by him alone and not together with others). There is no Change in Control should MTP, MTPP, GP and NP merge, whereupon Mr. Marco Tronchetti Provera owns a shareholding of not less than 40%.

**"Renewal Proposal"** means the proposal by jointly MTP, MTPP, GP and NP sent within 60 days prior to expiry of the Agreement containing the irrevocable and unconditional offer to renew the Agreement for each Investor; the Renewal Proposal must be opened for acceptance until expiry of the Agreement.

**"Block Voting Shareholders' Agreement"** means the shareholders' agreement covering Pirelli ordinary shares, as updated on April 15, 2013 for one year.

#### **1. Companies whose financial instruments are covered by the Shareholders' Agreement**

Lauro Sessantuno S.p.A., a "società per azioni" (joint-stock company) with registered office in Milan, Via del Lauro 7, Milan Companies Register number, Taxpayer Identification Number and VAT Registration Number 08260080968, share capital Euro 5,000,000.00.

Camfin S.p.A., a "società per azioni" (joint-stock company) with registered office in Milan, Viale Piero e Alberto Pirelli 25, Milan Companies Register number, Taxpayer Identification Number and VAT Registration Number 00795290154, share capital Euro 286,931,948.94.

Pirelli & C. S.p.A., a "società per azioni" (joint-stock company) with registered office in Milan, Viale Piero e Alberto Pirelli 25, Milan Companies Register number, Taxpayer Identification Number and VAT Registration Number 00860340157, share capital Euro 1,345,380,534.66.

Prelios & C. S.p.A., a "società per azioni" (joint-stock company) with registered office in Milan, Viale Piero e Alberto Pirelli 25, Milan Companies Register number, Taxpayer Identification Number and VAT Registration Number 02473170153, share capital Euro 4,881,622.50.

#### **2. Parties to the Agreement and financial instruments covered by the Shareholders' Agreement**

##### *Parties to the Shareholders' Agreement*

The following companies are parties to the Shareholders' Agreement:

- **Marco Tronchetti Provera & C. S.p.A.**, with registered office in Milan, Piazza Borromeo n. 12, Taxpayer Identification Number and Milan Companies Register Number 11963760159, fully paid-in share capital euro 75,132,170;

- **Marco Tronchetti Provera Partecipazioni S.p.A.**, with registered office in Milan, Piazza Borromeo n. 12, Taxpayer Identification Number and Milan Companies Register Number 08025810964, fully paid-in share capital euro

1,000,000, a company fully owned by and subject to the management and coordination of MTP;

- **Gruppo Partecipazioni S.p.A.**, with registered office in Milan, Piazza Borromeo n. 12, Taxpayer Identification Number and Milan Companies Register Number 03498200157, fully paid-in share capital euro 91,130,749, a company fully owned by and subject to the management and coordination of MTP;

- **Nuove Partecipazioni & C. S.p.A.**, with registered office in Milan, Via Lodovico Mancini n. 5, Taxpayer Identification Number and Milan Companies Register Number 08260080968, fully paid-in share capital euro 210,008,308;

- **Lauro Cinquantaquattro s.r.l.**, with registered office in Milan, Via del Lauro n. 7, Taxpayer Identification Number and Milan Companies Register Number 07794690961, a company fully owned by Clessidra SGR S.p.A. on behalf of the *Clessidra Capital Partners II* fund;

- **Intesa Sanpaolo S.p.A.**, with registered office in Turin, Via Piazza San Carlo n. 156, Taxpayer Identification Number and Turin Companies Register Number 00799960158, fully paid-in share capital euro 8,545,681,412.32;

- **Unicredit S.p.A.**, with registered office in Rome, Via Alessandro Specchi n. 16, Taxpayer Identification Number and Rome Companies Register Number 00348170101, fully paid-in share capital euro 19,654,856,199.43.

Financial instruments covered by the Shareholders' Agreement

*NEWCO*

The Shareholders' Agreement covers shares representing 100% of the share capital of the Company, which at the publication date of this excerpt is equal to an overall of 5,000,000 shares, owned by the Company shareholders in the number, class and percentages illustrated as follows:

Shareholder	Shareholding		
	No. of Shares	Class	%
<b>NP</b>	<b>2,739,996</b>	<b>A</b>	<b>54.80%</b>
<b>L54</b>	<b>1,189,530</b>	<b>B</b>	<b>23.79%</b>
<b>Intesa</b>	<b>535,237</b>	<b>C</b>	<b>10.70%</b>
<b>UniCredit</b>	<b>535,237</b>	<b>C</b>	<b>10.70%</b>
<i>Total</i>	<b>5,000,000</b>		<b>100.00%</b>

The shares representing the share capital of NewCo and covered by the Agreement are broken down into three classes: A (which may be subscribed and owned exclusively by NP), B (which may be subscribed and owned exclusively by L54) and C (which may be subscribed and owned exclusively by

Intesa and UniCredit), vested with the rights attributed to them under the bylaws. No conflicting vote may be allowed with regard to each shareholder of the class shares.

#### Class A shares

Until the Threshold Date, the Class A shares have all the property and administrative rights granted by law to the ordinary shares of a “società per azioni” (joint-stock companies), as well as the tag-along right, the drag along right, and the right to ask the Board of Directors of NewCo (the "**Merger Right**"), starting from the sixth year after the Signing Date (as defined herein), for the total non-proportional demerger of NewCo, with simultaneous assignment on a pro-rata basis to a beneficiary company that is wholly owned by each shareholder holding financial assets and liabilities that include the amount of all assets and all liabilities in proportion to the investment in the Company share capital (the "**Demerger**").

Until the Threshold Date, the Class A shares have full voting rights both at ordinary shareholders’ meetings and the extraordinary shareholders’ meetings of NewCo. Starting from the Threshold Date, the voting rights of Class A shares are limited to one fifth of the shares owned.

#### Class B shares

The Class B shares have all the property and administrative rights granted by law to the ordinary shares of a “società per azioni” (joint-stock companies), as well as the pre-emptive right, tag-along right, drag along right, Demerger Right, the right – before the demerger plan is approved – to request that the Demerger be executed substantially at the same time as the merger of Camfin with NewCo (provided that NewCo owns at least 95% of Camfin and that delisting has taken place) (hereinafter, the "**Merger**").

#### Class C shares

The Class C shares have all the property and administrative rights (within the limits of what is provided herein in relation to the voting right) granted by law to the ordinary shares of “società per azioni” (joint-stock companies), as well as the tag-along right and the Demerger Right.

Until the Threshold Date, the Class C shares have full voting rights both at the ordinary and extraordinary shareholders’ meetings of NewCo, with the exception for the ordinary shareholders’ meetings of NewCo held to approve the annual financial statements, to promote corporate liability lawsuits, and appointment and revocation of corporate officers, in relation to which each Class C shareholder has a voting right limited to the half of the Shares owned.

Starting from the Threshold Date:

- (a) the voting right of each Class C shareholder is limited to one fifth of the Shares owned at all ordinary shareholders’ meetings of NewCo and at the

- extraordinary shareholders' meetings called to resolve on the Demerger, on the Merger, or on the liquidation of NewCo;
- (b) the voting right of each Class C shareholder will be limited to one third of the shares owned at all the extraordinary shareholders' meetings other than those indicated at point a) hereinabove.

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#### **Camfin**

The Shareholders' Agreement covers no. 478,077,004 ordinary shares of Camfin, equal to the 60.99% of its share capital, owned by NewCo.

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#### **PIRELLI**

The Shareholders' Agreement covers no. 124,611,073 ordinary shares of Pirelli, equal to the 26.19% of its share capital, owned by Camfin, even through Cam Partecipazioni S.p.A., and by Cam 2012 S.p.A. for the purposes of execution of the Bond.

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#### **Prelios**

The Shareholders' Agreement covers no. 12,461,232 ordinary shares of Prelios, equal to the 14.8% of its share capital, owned by Camfin, including through Cam Partecipazioni S.p.A.

### 3. Contents of the Shareholders' Agreement

#### **NewCo and Camfin by-laws**

The governance rules of NewCo have been reflected to the maximum extent allowed by law in the by-laws approved by the extraordinary shareholders' meeting of NewCo on June 4, 2013 ("**Signing Date**").

With regard to Camfin, the Parties have undertaken to reflect the governance rules to the maximum extent allowed by law in the bylaws of Camfin, with the warning that:

- (i) in the event of delisting, a resolution for the merger of Camfin with NewCo ("**Nuova Camfin**") will be adopted and the by-laws of Nuova Camfin will continue to be that approved by NewCo at the Signing Date supplement with the provisions set out at point (ii) hereunder;
- (ii) where the delisting does not occur after the Offer, but NewCo has enough number of votes that can be cast at the extraordinary shareholders' meeting of Camfin as to permit approval of the amendments to the by-

laws of Camfin, the Parties have undertaken to vote a resolution to amend the by-laws of Camfin by adopting by-laws that incorporate provisions equivalent to those contained in the bylaws of NewCo in regard to: (i) significant prerogatives, quorums for voting resolutions and veto rights; (ii) composition and number of directors and statutory auditors in accordance with the provisions of the Agreement, (iii) inclusion among the significant prerogatives for whose approval (regardless of the delegated body) it will be necessary to obtain the favourable vote of at least two directors designated by L54 and of the directors designated by Intesa and UniCredit (jointly referred to as the "**Banks**"), of all the Pirelli Strategic Prerogatives and all the Pirelli Significant Prerogatives, whose resolutions will be taken by the delegated bodies of Pirelli after the examination by the "Strategies Committee" set up within the Board of Directors of Pirelli and in which directors of Pirelli designated by the Parties are involved; (iv) the provisions governing appointment of the members of the Board of Directors, the committees, and the Board of Statutory Auditors of Pirelli in accordance with the provisions of the Agreement;

- (iii) if delisting occurs after the Offer and NewCo has enough votes at the extraordinary shareholders' meeting of Camfin to allow the approval of the amendments to the Camfin by-laws, the Parties undertake to vote a resolution amending the bylaws of Camfin with adoption of the by-laws approved by NewCo at the Signing Date supplemented with the provisions set out at point (ii) hereinabove, if not already provided.

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#### **NewCo and Camfin Corporate bodies**

The Agreement provides different rules for the number and composition of the Board of Directors and Board of Statutory Auditors of NewCo and Camfin, according to whether reference is made to the period up to the Threshold Date or to the period after the Threshold Date.

Moreover, in regard to the governance of Camfin, the Agreement makes a distinction according to whether the Camfin shares remain listed on the MTA or are delisted after the Offer, and according to whether or not Camfin and NewCo are merged or NewCo owns a shareholding in Camfin that is sufficient to amend the by-laws of Camfin.

NewCo

#### NewCo Board of Directors until the Threshold Date

The Parties have undertaken to procure that the NewCo Board of Directors is composed by nine members, as indicated below:

SHAREHOLDERS	NUMBER OF DIRECTORS
NP (as owner of Class A shares)	5 (including the Chief Executive Officer)
L54 (as owner of Class B shares)	2 (including the Chairman)
INTESA (as owner of Class C shares)	1
UNICREDIT (AS OWNER OF CLASS C SHARES)	1

NewCo Board of Statutory Auditors until the Threshold Date

The Parties have undertaken procure that the Company Board of Directors is composed by three standing statutory auditors and two alternate statutory auditors designated as follows, regardless for the number of class shares represented at the shareholders' meeting:

SHAREHOLDERS	NUMBER OF STATUTORY AUDITORS
NP (as owner of Class A shares)	1 standing statutory auditor and 1 alternate statutory auditor
L54 (as owner of Class B shares)	1 standing statutory (who will hold the office of Chairman of the Board of Statutory Auditors) and 1 alternate statutory auditor
INTESA AND UNICREDIT JOINTLY (as Class C shareholders)	1 standing statutory auditor

NewCo Board of Directors after the Threshold Date

The Parties to procure that the Board of Directors of NewCo is composed by nine members, as indicated below:

SHAREHOLDERS	NUMBER OF DIRECTORS
NP (as owner of Class A shares)	2
L54 (as owner of Class B shares)	5 (including the Chairman)
INTESA (as owner of Class C shares)	1

UNICREDIT (as owner of Class C shares)	1
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NewCo Board of Statutory Auditors after the Threshold Date

The Parties to procure that the Board of Directors of the Company is composed by three standing statutory auditors and two alternate statutory auditors designated as follows:

SHAREHOLDERS	NUMBER OF STATUTORY AUDITORS
NP (as owner of Class A shares)	1 standing statutory auditor (who will hold the office of Chairman of the Board of Statutory Auditors) and 1 alternate statutory auditor
L54 (as owner of Class B shares)	1 standing statutory auditor and 1 alternate statutory auditor
INTESA AND UNICREDIT JOINTLY (as Class C shareholders)	1 standing statutory auditor

Directors and statutory auditors replacement

Where a member of the Board of Directors cease to hold the office for any reason, the Parties shall procure that the substitute is designated by the Party which appointed the ceased director.

Where a member of the Board of Statutory Auditors cease to hold the office for any reason, the Parties shall procure that the substitute is designated by the Party which appointed the ceased statutory auditor.

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Camfin

Corporate bodies until the Threshold Date

Camfin current Board of Directors and Board of Statutory Auditors

NP undertakes to do anything in its power, within the limits allowed by law and after completion of the Offer, for renewal of the entire Board of Directors of Camfin currently in office whose term is to expire at the Camfin shareholders' meeting that will be called to approve the financial statements as of December 31, 2013.

The Parties acknowledge that the term of expiration of the current Camfin Board of Statutory of Auditors, composed by three standing statutory auditors and two alternate statutory auditors, will expire at the Camfin shareholders' meeting called to approve the financial statements as of December 31, 2014.

Camfin Board of Directors without amendments to its bylaws

Where the delisting is not ordered after the Offer and NewCo does not have enough voting shares at the Camfin extraordinary shareholders' meeting to approve the amendments to the by-laws of Camfin, the Parties undertake, starting from the first whole renewal of the Board of Directors, to procure that the Camfin Board of Directors is composed by 15 members until the Threshold Date:

SHAREHOLDERS	NUMBER OF DIRECTORS
NP	6 directors (including the Chief Executive Officer), including the director that NP shall appoint upon designation by the Camfin lending banks pursuant to the framework agreement signed on July 30, 2009 by Camfin, GPI and a pool of lending banks (hereinafter, the " <b>Camfin Framework Agreement</b> "), as long as that obligation is in force, as well as one director who complies with the applicable independence requirements.
L54	4 directors (including the Chairman), including one director who complies with the applicable independence requirements.
INTESA	1
UNICREDIT	1
MINORITY	3

For this purpose NewCo will submit its own list composed by 15 candidates whose names are previously notified by Parties.

Board of Directors of Nuova Camfin

Where Camfin is merged with NewCo ("**Nuova Camfin**") and the by-laws of NewCo are the same as the by-laws as Nuova Camfin, the appointment, number of members and composition of the Board of Directors shall be determined by the *Board of Directors of NewCo until the Threshold Date*.

Camfin Board of Directors with amendments to its bylaws

Where the delisting is not ordered after the Offer, but NewCo has enough voting shares at the Camfin extraordinary shareholders' meeting to approve the amendments to the by-laws of Camfin, the Parties undertake to procure that the Board of Directors of Camfin is composed by 15 members until the Threshold Date, designated as follows:

SHAREHOLDERS	NUMBER OF DIRECTORS
NP	7 directors (including the Chief Executive Officer), including the director that NP shall appoint upon designation by the Camfin lending banks pursuant to the Camfin Framework Agreement, as long as that obligation is in force.
L54	5 directors (including the Chairman), including one director who complies with the applicable independence requirements.
INTESA	1
UNICREDIT	1
MINORITY	1

For this purpose NewCo will submit its own list composed by 15 candidates whose names are previously notified by Parties.

Camfin Board of Directors after delisting with amendments to the by-laws

Where the delisting is ordered after the Offer, and NewCo has enough voting shares at the Camfin extraordinary shareholders' meeting in order to approve the amendments to the by-laws of Camfin, the Parties undertake to procure that the Board of Directors of Camfin is composed by of 9 members until the

SHAREHOLDERS	NUMBER OF DIRECTORS
NP	5 directors (including the Chief Executive Officer), including the director that NP shall appoint upon designation by the Camfin lending banks pursuant to the Camfin Framework Agreement, as long as that obligation is in force.
L54	2 (including the Chairman)
INTESA	1
UNICREDIT	1

Threshold Date, appointed as follows:

Where a member of the Board of Directors cease to hold the office for any reason, the Parties shall procure that the substitute is appointed by the Party which appointed the ceased director.

Camfin Board of Statutory Auditors

The Parties have undertaken to procure that the Board of Statutory Auditors of the Company is composed by three standing statutory auditors and two alternate statutory auditors designated as follows, starting from the first whole renewal of the Board of Statutory Auditors and where delisting is not ordered after the Offer:

SHAREHOLDERS	NUMBER OF STATUTORY AUDITORS
NP	-
L54	1 standing statutory auditor and 1 alternate statutory auditor
INTESA AND UNICREDIT jointly (as Class C shareholders)	1 standing statutory auditor and 1 alternate statutory auditor
MINORITY	1 standing statutory auditor, who will hold the office of Chairman of the Board of Statutory Auditors

Where the delisting is ordered after the Offer, and NewCo has enough voting shares at the Camfin extraordinary shareholders' meeting to approve the amendments to the by-laws of Camfin, the Parties undertake to procure that the Board of Statutory Auditors of Camfin is composed by three standing statutory auditors and two alternate statutory auditors until the Threshold Date, and who shall be designated as follows:

SHAREHOLDERS	NUMBER OF STATUTORY AUDITORS
NP	1 standing statutory auditor and 1 alternate statutory auditor
L54	1 standing statutory auditor and 1 alternate statutory auditor
INTESA AND UNICREDIT JOINTLY (as Class C shareholders)	1 standing statutory auditor, who will hold the office of Chairman of the Board of Statutory Auditors

Where a member of the Board of Statutory Auditors cease to hold the office for any reason, the Parties shall procure that the substitute is appointed by the Party which appointed the ceased director.

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Corporate bodies after the Threshold Date

Camfin Board of Directors without amendments to its bylaws

Where Camfin is not incorporated by or merged with NewCo and is governed by the by-laws in force at the Signing Date, starting from the Threshold Date and for the whole duration of the Agreement and for each subsequent renewal thereof, the Parties have undertaken to procure that the Board of Directors of Camfin is composed by 15 members, designated as follows:

SHAREHOLDERS	NUMBER OF DIRECTORS
NP	2 directors, including the director that NP shall appoint upon designation by the Camfin lending banks pursuant to the Camfin Framework Agreement, as long as that obligation is in force
L54	8, including the Chairman (who shall dispose of the casting vote and be entrusted with the current management)
INTESA	1
UNICREDIT	1
MINORITY	3

For this purpose NewCo will submit its own list composed by 15 candidates whose names are previously notified by Parties.

Board of Directors of Nuova Camfin

Where Camfin is merged with NewCo ("**Nuova Camfin**") and the by-laws of NewCo are the same as the by-laws as Nuova Camfin, the appointment, number of members and composition of the Board of Directors shall be decided by the *Board of Directors of NewCo until the Threshold Date*.

Camfin Board of Directors with amendments to its bylaws

Starting from the Threshold Date and for the entire duration of the Agreement and each successive renewal thereof, if delisting is not ordered after the Offer but NewCo has of enough voting shares at the Camfin

extraordinary shareholders' meeting to approve the amendments to the by-laws of Camfin, the Parties undertake to have the Camfin Board of Directors be formed of 11 members designated as follows:

SHAREHOLDERS	NUMBER OF DIRECTORS
NP	2 directors, including the director that NP shall appoint upon designation by the Camfin lending banks pursuant to the Camfin Framework Agreement, as long as that obligation is in force
L54	6 (including the Chairman)
INTESA	1
UNICREDIT	1
NON-CONTROLLING INTERESTS	1

For this purpose NewCo will submit its own list composed by 11 candidates whose names are previously notified by Parties.

Camfin Board of Directors after delisting with amendments to its bylaws

Where the delisting is ordered after the Offer and NewCo has enough voting shares at the Camfin extraordinary shareholders' meeting to approve the amendments to the by-laws of Camfin, the Parties have undertaken to procure that the Board of Directors of Camfin is composed by 9 members as follows starting from the Threshold Date and for the entire duration of the Agreement and each successive renewal thereof:

SHAREHOLDERS	NUMBER OF DIRECTORS
NP	2 directors (including the Chairman), including the director that NP shall appoint upon designation by the Camfin lending banks pursuant to the Camfin Framework Agreement, as long as that obligation is in force
L54	5 (including the Chief Executive Officer)
INTESA	1
UNICREDIT	1

Where a member of the Board of Directors cease to hold the office for any reason, the Parties shall procure that the substitute is appointed by the Party which appointed the ceased director.

Camfin Board of Statutory Auditors

Starting from the first time that an entirely new Board of Statutory Auditors is elected and if delisting is not ordered after the Offer, the Parties have undertaken to procure that the Board of Statutory Auditors of the Company is composed of three standing statutory auditors and two alternate statutory auditors starting from the Threshold Date and for the entire duration of the Agreement and each subsequent renewal thereof, who shall be designated as follows:

SHAREHOLDERS	NUMBER OF STATUTORY AUDITORS
NP	1 standing statutory auditor and 1 alternate auditor
L54	1 standing statutory auditor and 1 alternate auditor
NON-CONTROLLING INTERESTS	1 standing statutory auditor, who will hold the position of Chairman of the Board of Statutory Auditors

Where a member of the Board of Statutory Auditors cease to hold the office for any reason, the Parties shall procure that the substitute is appointed by the Party which appointed the ceased director.

Camfin Board of Statutory Auditors with amendments to the bylaws

Starting from the Threshold Date and for the entire remaining duration of the Agreement and each subsequent renewal thereof, the Parties have undertaken to procure that the Board of Statutory Auditors of the Company is composed by three standing statutory auditors and two alternate statutory auditors who shall be designated as follows:

SHAREHOLDERS	NUMBER OF STATUTORY AUDITORS
NP	1 standing statutory auditor and 1 alternate auditor
L54	1 standing statutory auditor and 1 alternate auditor
INTESA AND UNICREDIT JOINTLY (as Class C shareholders)	1 standing statutory auditor, who will hold the position of Chairman of the Board of Statutory Auditors

Where a member of the Board of Statutory Auditors cease to hold the office for any reason, the Parties shall procure that the substitute is designated by the Party which appointed the ceased director.

#### Committees set up by the Board of Directors of Camfin

Where the delisting is not ordered after the Offer, the Parties have undertaken to procure that the following are appointed within committees set up by the Board of Directors, starting from the first time that the entire Camfin Board of Directors is renewed:

- (i) in regard to the "*Committee for Internal Control, Risks and Corporate Governance*", all of whose members shall be qualified as independent directors, one director shall be designated by L54 (who will be chairman of the Committee), one director shall be jointly designated by the Banks and 1 director shall be designated by NP;
- (ii) in regard to the "*Remuneration Committee*", all of whose members shall be qualified as independent directors, one director shall be designated by L54, one director shall be jointly designated by the Banks and NP, and one director shall be designated by NP.

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#### **Clauses concerning the governance of Pirelli**

##### Pirelli Board of Directors

If the conditions for doing so are satisfied, NP has undertaken to do what it can so that after the Offer is completed, at least two members of the current Pirelli Board of Directors (whose term will expire on the date of the shareholders' meeting called to approve the Annual Financial Report at December 31, 2013) be nominated after designation by L54 through the mechanism of cooptation pursuant to the law and bylaws, with the clarification that if one of the directors that has given notice of his own resignation should satisfy the applicable prerequisites for independence, even the individual designated by L54 must satisfy these qualifications for independence.

Beginning with the first renewal of the Pirelli Board of Directors scheduled with the shareholders' meeting called to approve the Annual Financial Report at December 31, 2013, the Parties have undertaken to have Camfin submit a slate for election of the Pirelli Board of Directors containing 15 designated candidates and that Camfin express its own vote at the Pirelli shareholders' meeting in favour of that slate:

SHAREHOLDERS	NUMBER OF DIRECTORS
NP	6, including the Chairman and Chief Executive Officer, represented by Mr. Marco Tronchetti Provera, including a director in possession of the applicable requirements of independence
L54	4 directors (including the Deputy Chairman), including two directors in possession of the applicable requirements of independence
INTESA and UNICREDIT jointly	2
NON-CONTROLLING INTERESTS	the remainder

When a new Board of Directors is appointed after the one elected by the shareholders' meeting held to approve the Annual Financial Report at December 31, 2016, the Board of Directors shall be composed of members consistently with and in compliance with the provisions of the preceding paragraph.

If the Threshold Date occurs before the deadline indicated at letter (i) of the definition "Threshold Date," the Parties have undertaken to do whatever necessary for renewal of the Board of Directors with a composition consistent and in compliance with the provisions of the following paragraph.

As of the Threshold Date, the Parties have undertaken to have Camfin submit a slate for election of the Pirelli Board of Directors containing 15 designated candidates and that Camfin cast its own vote at the Pirelli shareholders' meeting in favour of that slate:

SHAREHOLDERS	NUMBER OF DIRECTORS
NP	4 directors, including two directors in possession of the applicable requirements of independence
L54	6 directors, including the Chairman and Chief Executive Officer, including one director in possession of the applicable requirements of independence
INTESA and UNICREDIT jointly	2
NON-CONTROLLING INTERESTS	the remainder

#### Committees set up by the Pirelli Board of Directors

In regard to the current standing committees of the Pirelli Board of Directors, each of the Parties has undertaken to do what it can so that the following be appointed to those committees:

- (i) in regard to the "*Committee for Internal Control, Risks and Corporate Governance*", of whose all members shall be in possession of the applicable requirements of independence, one director shall be designated by L54 (who will be chairman of the Committee), one director shall be jointly designated by the Banks, and one director shall be designated by NP;
- (ii) in regard to the "*Strategies Committee*", one independent director shall be jointly designated by the Banks, one director shall be jointly designated by the Banks, one director shall be designated by NP, and at least one director shall be designated by L54;
- (iii) in regard to the "*Appointments and Successions Committee*", 2 directors shall be designated by the Investors, with one of these being in possession of the applicable requirements of independence, and two directors shall be designated by NP and one of these shall be in possession of the applicable requirements of independence;
- (iv) in regard to the "*Remuneration Committee*", all of whose members shall be in possession of the applicable requirements of independence, one director shall be designated by L54, one director shall be jointly designated by the Banks and NP, and one director shall be designated by NP.

#### Pirelli Board of Statutory Auditors

As of the first renewal of the Board of Statutory Auditors scheduled to take place with the shareholders' meeting called to approve the Annual Financial Report at December 31, 2014, the Parties have undertaken that Camfin shall exercise all of its rights to designate the Pirelli Board of Statutory Auditors so that one standing statutory auditor shall be designated by the Investors. Accordingly, each party has undertaken to do whatever it can so that the Company and/or Camfin, as applicable, submit a slate of candidates in compliance with the law and the Pirelli bylaws, where the first candidate listed shall be the one designated by the Investors as an elected statutory auditor.

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#### **Prelios S.p.A. Board of Directors**

If the conditions for doing so are satisfied, NP has undertaken to do whatever it can so that after the date in which the Offer is completed, at least 1 member of the Prelios S.p.A. Board of Directors shall be elected as designated by L54.

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#### Advance consultation

#### Consultation in regard to the Company and Camfin

The Parties have undertaken to consult with each other – in order to discuss and agree in good faith a common approach in view of the interest of Camfin –

before each ordinary and extraordinary shareholders' meeting and every meeting by the Board of Directors and/or Executive Committee (should this exist) of the Company or of Camfin during which one or more Fundamental Prerogatives of the Shareholders' Meeting or Significant Prerogatives of the Shareholders' Meeting or Board of Directors Prerogatives are on the agenda.

If, upon completion of the consultation, each Party should express its intention to vote in accordance with the proposal (regardless of whether this be for or against), it shall do whatever is necessary so that, within the limits allowed by law, the directors designated by it vote consistently with the adopted decision.

#### Disagreement and veto rights

If no agreement is reached on a common approach during consultation ("**Disagreement**"), each Party may send the other a notice acknowledging that a Disagreement has arisen. The matter will be submitted to the chairman of the board of directors of NP, the chairman of the board of directors of L54, the chief executive officer of Intesa and the chief executive officer of UniCredit, who shall be responsible for holding discussions in view of seeking a solution to the Disagreement.

If a solution is agreed, the Parties shall do whatever is necessary so that, within the limits allowed by law, the designated directors vote consistently with the adopted decision.

If the consultation ends without an agreed position being reached, the Parties, if the Disagreement concerns:

- (i) one of the Fundamental Prerogatives of the Shareholders' Meeting in relation to which there is no consensus amongst the absolute majority of Class B shares and raises the disagreement of at least 70% of the Class C shares;
- (ii) one of the Board of Directors Prerogatives in relation to which there is no consensus of (i) at least two directors elected from the slate submitted by the Class B shareholders and at least one director elected from the slate submitted by the Class C shareholders, with the exception of the cases envisaged at items (e) and (n) on the list of Board of Directors Prerogatives that require only the favourable vote and consent (according to the case, by the Company Board of Directors and by Camfin) of at least two directors elected on the slate submitted by the Class B shareholders; or
- (iii) one of the Significant Prerogatives of the Shareholders' Meetings on which there is no consensus amongst the Class B shareholders,

undertake to do whatever is necessary so that the proposal is withdrawn and, in any event, that the related decision be adopted, with it being agreed that, for the entire duration of the Agreement, the Parties are irrevocably bound to assure that the resolutions of the ordinary and extraordinary shareholders' meetings of the Company and Camfin, both on their first and second calls, concerning:

- (i) the Fundamental Prerogatives of the Shareholders' Meeting shall be approved only when the Class B shareholders vote in favour and no opposing vote is cast by shareholders owning at least 70% of Class C shares; or

- (ii) the Significant Prerogatives of the Shareholders' Meetings shall be approved only when the Class B shareholders vote in favour.

In regard to the Board of Directors Prerogatives, the Parties have undertaken to do whatever is necessary so that these matters be reserved to the exclusive purview of the Board of Directors of the Company and Camfin, as applicable, without it being possible to delegate them in any way. Moreover, the Parties have promised to have no decision related to the Board of Directors Prerogatives be taken without the favourable vote and consent (in relation, as applicable, to the Board of Directors of the Company and of Camfin) of at least two directors elected on the slate submitted by the Class B shareholders and at least one director elected on the slate submitted by the Class C shareholders, with the exception of the cases illustrated at items (e) and (n) on the list of Board of Directors Prerogatives that require only the favourable vote and consent (according to the case, of the Company Board of Directors and by Camfin) of at least two directors elected on the slate submitted by the Class B shareholders.

Until the Threshold Date, for resolutions by the ordinary and extraordinary shareholders' meeting of the Company, on both the first and subsequent calls, concerning one of the Fundamental Prerogatives of the Shareholders' Meeting and in relation to the Board of Directors Prerogatives, it will also be necessary to obtain, respectively, the specific consent of the absolute majority of Class A shares, or of at least two directors drawn from the list of Class A shareholders, with it being agreed that, after the Threshold Date, the specific consent of the absolute majority of the Class A shares in regard to the Fundamental Prerogatives of the Shareholders' Meetings and in regard to the Board of Directors Prerogatives will no longer be necessary.

#### Consultation in relation to Pirelli

In compliance with applicable statutory and regulatory provisions, certain main issues relating to Pirelli shall be submitted to the prior consultation of the Parties and MTP shall provide that, at least quarterly and in any event upon request of a Party, a report concerning the performance and operating development of Pirelli or its subsidiaries, its investment policy and strategic policy guidelines will be provided.

The Parties have undertaken to procure that the prior consultation undertakings relating to the Company and Camfin shall apply whenever one or more of the Pirelli Strategic Prerogatives are questioned, regardless of the delegated corporate body of Pirelli or its competent Key Subsidiaries.

In regard to the Pirelli Strategic Prerogatives, the rules envisaged for the Company and Camfin in the event of a Disagreement shall be applied in case no agreement has been reached on a common policy. Therefore, if an agreed solution is found, the Parties shall do whatever they can so that the designated directors of Pirelli vote consistently with the adopted decision. If, however, the consultation ends without reaching an agreed solution, in case the Disagreement concerns a Pirelli Strategic Prerogative and L54 has not given its specific consent, the Parties shall provide that the proposal is withdrawn and, in any case, that the relevant decision is not taken.

In regard to the Pirelli Strategic Prerogatives, any decisions relating to these matters shall be taken by the delegated bodies of Pirelli after the assessment by the “Strategies Committee,” with the participation of the Pirelli directors designated by the Parties.

#### **Principles applicable to valuation of the Camfin Investment and the Pirelli Investment**

In regard to the Camfin Investment and the Pirelli Investment, until the end of the third month following the Threshold Date, all decisions related to the sale and/or the modalities of the valuation process of such investments shall be agreed by the Parties.

In case no anticipation of the Threshold Date has occurred in consequence of a Significant Event and/or a Default Event and/or a Change of Control, NP shall have the right to initiate, after consulting with L54 and the Banks, during the three months prior to the Significant Date, preparatory activities in relation with a possible valuation of the Camfin Investment or Pirelli Investment and, during the period between the Significant Date and the end of the third month thereafter, explorative contacts in relation with the possible valuation of the Camfin Investment and Pirelli Investment. In any event, no decision in this regard and no transfer of the Camfin Investment or the Pirelli Investment may be taken without the specific consent of all Parties, and without prejudice to the *drag along right* granted to NP as owner of the Class A shares pursuant to Art. 11 of the Company’s by-laws.

In regard to the abovementioned drag along right, pursuant to Art. 11 of the Company’s by-laws, starting from June 4, 2017 and until the expiry of 90 days following such date, the Class A shareholders shall be entitled to transfer all the shares they own in the Company, in accordance with the terms and conditions provided by the by-laws it being provided that they have obtained or received an irrevocable and unconditional purchase offer from a party that cannot be qualified as a related party and that is acting in good faith which envisages:

- (i) the irrevocable and unconditional undertaking by the offeror to purchase all the Class B and Class C shares in accordance with the same terms and conditions offered in relation with the purchase of Class A shares;
- (ii) the payment of a cash consideration, to be made in full at the time of transfer, equal to the consideration offered and accepted by the Class A shareholders;
- (iii) the exclusion of the issuance by the Class B shareholders and the Class C shareholders of any representation and warranty in regard to the shares, the Company, its value or its financial position, and without assumption of any obligations pay damages, indemnities or penalties.

The Class A shareholders shall be entitled to accept the offer and, in this case, shall request the Class B shareholders and the Class C shareholders (who will be obliged to sell) to sell to the purchasing third party any shares of the Company they own. In case the Class A shares drag along right is exercised, the Pre-emptive Right mentioned herein shall not apply.

Starting from the end of the third month following the Threshold Date, L54 will be free to take any decision in regard to the sale of both the Camfin Investment

and the Pirelli Investment. In this regard, as a waiver of the foregoing and the undertakings to not make any transfer of the Camfin Investment and the Pirelli Investment as set out herein, L54 shall be entitled to take any decision in this regard, and the other Parties shall undertake to fully collaborate and do whatever necessary so that all the decisions taken by L54 in regard to transfer of the Camfin Investment and the Pirelli Investment are fully performed and implemented by the delegated bodies of the Company, Camfin and their subsidiaries in accordance with the instructions of L54, without prejudice to the provisions of the next paragraph hereunder.

In regard to the drag along right applicable to the Class B shares, pursuant to Art. 10 of the by-laws starting from September 4, 2017 or, from the Threshold Date in the event the case envisaged under point (ii) of the definition applies, whichever is earlier, the Class B shareholder shall be entitled to transfer all the shares owned in the Company in accordance with the terms and conditions provided by the bylaws if it has procured or received an offer to transfer all the Class B shares that it owns and also all the Class A shares and all the Class C shares, and envisages a purchase price equal to the price offered to the Shareholder and, in any event, at least equal to the opting out value, as indicated and defined in the Company's by-laws.

In case the Class B Shareholder intends to accept the offer with respect to all the shares that it owns, it shall be entitled to request, after consulting with the Class C Shareholders, that the Class A Shareholders and the Class C Shareholders (who will be obliged to sell) transfer all the shares owned in the Company to the purchasing third party in accordance with the same terms and conditions. In case the Class B shares drag along right is exercised, the Pre-emptive Right shall not apply.

#### **Rules governing the transfer of NewCo shares to the Camfin Investment and to the Pirelli Investment**

##### Rules governing the NewCo shares

Pursuant to Art. 8.1 of the Company Bylaws, for a period of five years following the Signing Date, the shares of NewCo may be sold with the prior consent of all shareholders.

Pursuant to the provisions of the Agreement, in case the Class C shareholders intend to sell all or part of the Class C shares that they own, the Parties shall meet to define in good faith the modalities and terms to find potential investors. It is agreed that the consent to transfer these shares to any buyers identified by mutual agreement shall not be unreasonably denied by the other shareholders of NewCo.

##### Pre-emptive right

Pursuant to Art. 8.1 of the Company's By-laws, starting from the fifth anniversary of the Signing Date and without prejudice to provisions relating to the tag-along right and those relating to the drag along right of Class A shares and/or the drag along right of Class B shares, in case any of the Class A

shareholders or the Class C shareholders intend to transfer their own shares to third parties, the Class B shareholders will have the pre-emptive right (hereinafter, the "Pre-emptive Right"). The Pre-emptive Right may be exercised by each Class B Shareholder in relation with all or part of the shares offered for sale.

Tag-along right

Starting from the fifth anniversary of the Signing Date and without prejudice to the Pre-emptive Right, in case any shareholders (the "**Bid Recipient Shareholder**") procures or receives a purchase offer by a third party in relation with all or part of the shareholding owned by the Bid Recipient Shareholder in the Company, each of the other shareholders shall be entitled to request the Bid Recipient Shareholder to procure that the potential purchaser acquires also all the shares that they own in the Company.

Rules governing the Camfin Investment

The Parties have undertaken not to make any transfer of the Camfin Investment and to provide that the Company will not make any transfer of the Camfin Investment.

For the entire duration of the Agreement, no Party may be entitled to execute any purchase of shares, options, bonds, warrants, financial instruments (even if such instrument are not equity instruments) and/or securities and/or rights of any nature (including the put and call options) representing the share capital of Camfin, with the sole exception of (a) transfers of Camfin shares in compliance with the Offer commitments and the squeeze-out obligation pursuant to Art. 108 TUF, and in exercise of the right to squeeze-out pursuant to Art. 111 TUF; (b) any hedges implemented by the Banks; (e) any purchases allowed under the Framework Agreement or previously agreed by the Parties, and provided that these transactions do not impose the obligation to make a takeover bid.

These undertakings do not impose any limit or restriction on L54 and/or Intesa and/or UniCredit to perform any trading, advisory and lending activities on their behalf or on behalf of their own customers, or on behalf but in the sole interest of the funds managed by these entities or their subsidiaries on condition that (a) in case this activity is undertaken during periods material to adjustment of the Takeover Bid Price pursuant to the rules governing takeover bids set out in the TUF or the Issuers Regulation, such activity shall be performed within the limits of the Immaterial thresholds for adjustment of the price as imposed by legislative and/or regulatory provisions, and that (b) this activity does not trigger the conditions imposing the obligation to make a takeover bid on Camfin and/or Pirelli shares and that (c) the trading activity of Intesa and/or UniCredit on Pirelli shares is carried out in such a way that the investment in Pirelli owned by each company belonging to the respective bank groups not exceed at any time more than 0.25% of the percentages of investment owned respectively in Pirelli at the Signing Date.

Rules governing the Pirelli Investment

Without prejudice to the undertakings of Camfin concerning the Bond and the Block Voting Shareholders' Agreement, the Parties (and the MTP Partners) have undertaken to provide that, unless otherwise agreed in writing by the Parties and with respect to the entire duration of the Agreement, no transfer will be executed and Camfin will not execute any transfer of the Pirelli Investment.

In case a request is made in order to convert the Bonds into Pirelli shares, the Parties have undertaken to meet and confer in good faith in order to reach an agreement in relation with the possible operating solutions to meet said requests in the framework of the rights of Camfin and Cam 2012 S.p.A. pursuant to the documentation related to the Bond.

#### Additional undertakings

Each Party has undertaken not to solicit, promote, negotiate, discuss or execute agreements concerning the exercise of the voting right, obligations or rights of prior cooperation and/or consultation in relation to the Company, Camfin and/or its subsidiaries and/or Pirelli.

Each Party has undertaken not to take any act or engage in any conduct that might impose on them or on any party to the Agreement, either severally or jointly, the obligation to make a takeover bid on Pirelli shares.

#### Acceptances of takeover bids on Pirelli shares

In case any entity other than the Parties makes a global takeover bid on Pirelli ordinary shares, the Parties shall jointly assess the terms and conditions of said bid.

In case the Parties reach a mutually agreed decision, each Party shall inform the directors designated by such Party in Camfin, in compliance with applicable provisions of law, of the outcome of the decision and shall do whatever within its powers so that Camfin's directors designated by each Party act consistently with such decision. In case, on the contrary, no mutually agreeable decision is reached, the decision to accept the bid shall be taken and considered valid and binding on all the Parties in case at least three of the following: MTP, L54, Intesa and UniCredit provide their written consent.

In case the proposal to accept the bid does not reach the quorum indicated hereinabove, each Party shall do whatever within its powers so that the directors of Camfin designated by each Party act consistently with such position and do not allow Camfin to accept the bid. On the contrary, in case the proposal to accept the bid does reach the quorum indicated hereinabove, each Party shall do whatever within its powers so that the directors of Camfin designated by each Party act consistently with that position and assure that Camfin accepts the bid for the entire Pirelli Investment.

#### 4. Duration of the Agreement

The Agreement shall be enforceable for a period of three years (the “**Term**”).

During the ninety days preceding the expiry of the Term, the Parties shall meet to discuss in good faith the renewal of the Agreement for three years. Each Party may propose to the other Parties the renewal of the Agreement, and the Agreement shall be considered renewed in case such proposal has been accepted by all the Parties by the expiry of the Term. It is agreed that, in case the Agreement is not renewed upon expiry of the Term, the provisions of the Agreement that refer to periods following the Term shall not be enforceable against the Parties.

As a waiver of the foregoing, in the event a Renewal Proposal is made, in case L54 has accepted such proposal, the Agreement shall be deemed renewed for a period of three years between MTP, MTPP, GP and/or NP and L54, and the other Parties that have accepted the aforementioned Renewal Proposal.

Each Party may declare the resolution or withdraw from, the Agreement, with immediate effect, upon: (i) a Change of Control, (ii) a Significant Event; or (iii) a Default Event.

#### 5. Filing of the Agreement

On June 7, 2013 a copy of the Agreement was filed by the legal deadline to the Milan Companies Register Office.

#### 6. Control

Upon the publication date of the excerpt of the Agreement:

- NP holds lawful control pursuant to Art. 93 TUF over NewCo on the basis of its owning 2,739,996 Class A shares in NewCo, equal to 54.80% of the share capital.
- NewCo holds lawful control pursuant to Art. 93 TUF over Camfin on the basis of its owning 478,077,004 ordinary shares of Camfin, equal to 60.99% of the share capital;
- There is no one who might exercise control over Pirelli and Prelios through the Agreement.

#### 7. Type of Agreement

The clauses of relevance pursuant to Art. 122 TUF contained in the Agreement are material pursuant to Art. 122, paragraphs 1 and 5, sub paragraphs *a)* and *b)* of TUF.

#### 8. Bodies of the Agreement

The Shareholders' Agreement does not envisage the establishment of bodies to operate it.

**9. Penalties in case of default on obligations**

No penalty is envisaged for failure to comply with the obligations deriving from the Agreement.

Milan, June 8, 2013