

## FINMECCANICA – SOCIETÀ PER AZIONI

### **INFORMATION ABOUT THE SHAREHOLDING STRUCTURE AT 17 MARCH 2008 PURSUANT TO ARTICLE 123-BIS OF ITALIAN FINANCIAL SERVICES ACT 58/1998**

#### **a) STRUCTURE OF THE SHARE CAPITAL**

The Company's share capital consists exclusively of common shares with a nominal value of €4.40 each, all accompanied by the same rights and obligations and having the same voting rights at both ordinary and extraordinary general meetings.

#### **b) RESTRICTIONS ON SHARE OWNERSHIP**

In accordance with legislation on privatisation, the Company's Articles of Association (Article 5.1-*bis*) stipulate that:

“under Article 3 of Decree-law No 332 of 31 May 1994, converted with amendments into Act No 474 of 30 July 1994, no one, except for the State, public bodies or entities controlled thereby and any other party authorised by law, may possess, on any basis, shares in the Company that constitute a shareholding of more than 3% of the share capital represented by shares with voting rights.

The maximum shareholding limit is also calculated in consideration of the total holding of the controlling undertaking, which may be a natural person, legal person or corporation, by direct or indirect subsidiaries and by the subsidiaries of a single controlling undertaking, by affiliated undertakings and by relatives within the second degree of consanguinity or affinity or spouses, provided that the spouses are not legally separated.

With also reference to parties other than companies, the term “control” is held to be within the meaning of Article 93 of Legislative Decree No 58 of 24 February 1998. The term “affiliation” is held to be within the meaning of Article 2359, paragraph 3 of the Italian Civil Code, and is also deemed to exist between parties who, directly or indirectly, through their subsidiaries, other than those which manage mutual funds, sign, with third parties or otherwise, agreements relating to the exercise of voting rights or the transfer of shares, belonging to third parties or otherwise, or other agreements or contracts with third parties or otherwise, as referred to in Article 122 of the aforesaid Legislative Decree No 58 of 24 February 1998, if such agreements or contracts concern at least 10% of the voting capital for listed companies or 20% of the voting capital for unlisted companies.

For the purposes of calculating the aforesaid shareholding limit (3%), consideration is also given to shares held through trust companies and/or intermediaries or by third parties in general”.

**c) MATERIAL SHAREHOLDINGS**

Based on information received pursuant to Article 120 of Italian Financial Services Act n. 58/1998, the following entities have a "material" shareholding (exceeding 2% of the share capital):

- Italian Economy and Finance Ministry, with 143,376,556 shares equivalent to approximately 33.72% of the ordinary shares;
- CAPITAL RESEARCH AND MANAGEMENT COMPANY, with 9,002,028 shares, equivalent to 2.11% of the ordinary shares;
- FIDELITY INTERNATIONAL LIMITED, with 9,043,652 shares, equivalent to 2.12% of the ordinary shares.
- BARCLAYS GLOBAL INVESTORS UK HOLDINGS Ltd, with 8,564,794 shares, equivalent to 2.01% of the ordinary shares.

**d) HOLDERS OF SECURITIES THAT CONFER SPECIAL RIGHTS**

No securities have been issued conferring special powers.

**d1) SPECIAL POWERS OF THE ITALIAN ECONOMY AND FINANCE MINISTRY**

Special powers are granted to the Italian Economy and Finance Minister by Article 5.1-*ter* of the Company's Articles of Association, which state that under Article 2, paragraph 1 of Decree-law No 332 of 31 May 1994, converted with amendments into Act No 474 of 30 July 1994, as replaced by Article 4, paragraph 227 of Act No 350 of 24 December 2003, the Italian Minister of the Economy and Finance, jointly with the Italian Minister of Economic Development, has the following special rights:

- a) " the right to oppose the acquisition, by parties subject to the shareholding limit, as referred to in Article 3 of Decree-law No 332 of 31 May 1994, converted with amendments into Act No 474 of 30 July 1994, of material shareholdings, this being understood to mean shareholdings that – as laid down by Decree of the Italian Minister of the Treasury, Budget and Economic Planning of 8 November 1999 – represent at least 3% of the share capital composed of shares with voting rights at Ordinary General Meetings. The objection shall be raised within 10 days from the notification, to be issued by directors when entry in the shareholders' register is requested, if the Minister considers that the operation could harm the vital interests of the State. During the period in which the right of opposition may be exercised, the voting right and any other rights not relating to equity pertaining to shares representing the material shareholding shall be suspended. If the right of opposition is exercised, in the form of a ruling duly justified by the actual harm caused by the operation to the vital interests of the State, the shareholder concerned may not exercise the voting rights or rights not relating to equity pertaining to the shares representing the material shareholding and shall transfer these shares within a period of one year. In case of non-compliance, the

court, on request of the Italian Minister of the Economy and Finance, shall order the sale of the shares representing the material shareholding in accordance with the procedures set out in Article 2359-ter of the Italian Civil Code. The ruling by which the right of opposition is exercised may be challenged by the shareholder concerned within 60 days before the Regional Administrative Tribunal of Lazio;

- b) the right to oppose the signing of pacts or agreements as set out in Article 122 of the Consolidated Law, Legislative Decree No 58 of 24 February 1998, in the event that – as laid down by Decree of the Italian Minister of the Treasury, Budget and Economic Planning of 8 November 1999 – such pacts or agreements represent at least 3% of the share capital composed of shares with voting rights at Ordinary General Meetings. So that the right of opposition may be exercised, CONSOB shall inform the Italian Minister of the Economy and Finance of any material agreements and contracts within the meaning of the present article of which it has been informed under said Article 122 of the Consolidated Law, Legislative Decree No 58/1998. The right of opposition must be exercised within 10 days from the date of notification by CONSOB. During the period in which the right of opposition may be exercised, the voting right and any other rights not relating to equity of shareholders who signed the agreement shall be suspended. If an opposition ruling is issued, duly justified in view of the actual harm caused by said agreements or contracts to the vital interests of the State, said agreements or contracts shall be invalidated. If the behaviour at meetings of syndicated shareholders suggests that the obligations assumed under the agreements or contracts referred to in Article 122 of the Consolidated Law, as referred to in Legislative Decree No 58/1998, still apply, resolutions adopted with the vote of the shareholders concerned may be challenged. The ruling exercising the right of opposition may be challenged within 60 days by shareholders who signed the agreements or contracts before the Regional Administrative Tribunal of Lazio;
- c) the right of veto, duly justified in view of the actual harm caused to the vital interests of the State, on resolutions to wind up the Company, transfer the business, proceed with mergers or demergers, relocate the Company's head office to a different country, alter the corporate objects or amend the Articles of Association, where such resolutions abolish or alter the powers referred to in the present article. The ruling by which the right of veto is exercised may be challenged within 60 days by dissenting shareholders before the Regional Administrative Tribunal of Lazio;
- d) the right to appoint a director without a voting right.” (see below letter “h”)

**e) EMPLOYEE SHAREHOLDINGS: VOTING MECHANISM**

No provision is made for any employee shareholding scheme.

**f) VOTING RESTRICTIONS**

The Articles of Association (Article 5.1-*bis*), in accordance with legislation on privatisation (Act 474/1994), stipulate that voting rights relating to shares held above the maximum limit of 3% laid down by Article 5.1-*bis* of the Articles of Association may not be exercised.

Article 5.1-*bis* also provides that “voting rights relating to shares that exceed the aforesaid maximum limit may not be exercised and voting rights held by shareholders in excess of the shareholding limit shall be reduced proportionally, unless otherwise previously and jointly indicated by all the shareholders concerned. In case of non-compliance, meeting resolutions may be challenged under Article 2377 of the Italian Civil Code if the required majority would not have been reached had the votes exceeding the maximum limit not been included.

However, non-voting shares shall be included for the purposes of calculating the meeting quorum”.

Reference is also made to the provisions of subparagraph d1) above with regard to Article 5.1-*ter* of the Articles of Association, and specifically to the special powers indicated therein.

**g) AGREEMENTS NOTIFIED TO THE COMPANY PURSUANT TO ARTICLE 122 OF CONSOLIDATION ACT 58/1998**

The Company has no knowledge of any shareholder agreements as referred to in Article 122 of Italian Financial Services Act n. 58/98.

**h) LAWS GOVERNING THE APPOINTMENT AND REPLACEMENT OF DIRECTORS AND AMENDMENTS TO THE ARTICLES OF ASSOCIATION**

- APPOINTMENT OF DIRECTORS -

- Directors are appointed in accordance with the procedures laid down by Article 18.4 of the Articles of Association: “Directors shall be appointed by General Meetings based on lists submitted by shareholders and by the retiring Board of Directors in which the candidates are numbered consecutively. If the retiring Board of Directors submits its own list, this must be deposited at head office and published in at least three Italian national daily newspapers, two of which must be financial, at least 20 days prior to the date set for the meeting at first convocation.

The lists submitted by shareholders must be deposited at head office and published in the same manner as above at least 10 days prior to the date set for the meeting at first convocation. Each shareholder may submit or take part in the submission of only one list and each candidate may appear on only one list, failing which he or she shall be disqualified. Only those shareholders who, either alone or together with other shareholders, represent at least 1% of the shares with voting rights at Ordinary General Meetings, shall be entitled to submit lists, or such lesser number as might be provided by legal or regulatory provisions, where applicable. In order to prove possession of the

number of shares necessary for the submission of lists, shareholders must submit and/or send to head office, at least five days prior to the date scheduled for the meeting at first convocation, a copy of the documentation proving that they are eligible to take part in the meeting. At least two Directors must satisfy the independence criteria as laid down for statutory auditors by law. Candidates on the lists who satisfy the independence criteria must be expressly indicated.

All candidates must also satisfy the requirements for good repute laid down by the applicable legislation.

Declarations must be deposited with each list, within the aforesaid time limit, in which each candidate accepts his or her candidacy and attests, under his or her own responsibility, that there are no reasons for ineligibility and that the requirements laid down by the applicable legislation for the office in question have been met, including satisfying the independence criteria, as required by these Articles of Association.

Directors nominated shall immediately inform the Company if they no longer satisfy the aforesaid independence criteria and requirements for good repute and if any reasons for ineligibility have arisen.

Each person entitled to vote may only vote for one list.

Directors shall be elected as follows:

- a) two thirds of the directors to be elected shall be taken from the list that receives the most votes from shareholders, according to the order in which they appear on the list, rounded down to the nearest whole number where necessary;
- b) the remaining directors shall be taken from the other lists; for this purpose, the votes received by the lists shall be divided once, twice, three times and so on, according to the numbering of the directors to be elected. The ratios thus obtained shall be assigned in consecutive order to the candidates on each list, based on the order shown in the list. The ratios thus allocated to the candidates on the various lists shall be arranged in decreasing order in a single list. Those candidates who have obtained the highest ratios shall be elected.

If several candidates obtain the same ratio, the director shall be chosen from the list which has not yet elected a director or which has elected the fewest directors.

If none of these lists has elected a director, or if all of them have elected the same number of directors, the candidate on the list with the highest number of votes shall be elected. In case of a tied vote, where the same ratios are obtained, the entire meeting shall hold another vote and the candidate that receives the simple majority of votes shall be elected.

c) if, following the application of the aforesaid procedure, the minimum number of independent Directors required by the Articles of Association has not been appointed, the ratio of votes to be allocated to each candidate on the various lists will be calculated according to the method described in subparagraph b); candidates not yet elected from the lists pursuant to subparagraphs a) and b) and who satisfy the independence criteria and who have obtained the highest ratios shall be elected. They shall be sufficient in number to ensure compliance with the Articles of Association and shall replace non-independent directors who have been allocated the lowest ratios. If there are insufficient candidates to

fulfil the required minimum of two independent directors, the Meeting shall adopt a resolution based on the statutory majority to replace those candidates who do not satisfy the independence criteria and who have obtained the lowest ratios”.

The Article 18.5 provides that “for directors not appointed in accordance with the aforesaid procedure for any reason, the meeting shall adopt a resolution based on the statutory majority. If during the financial year one or more directors should be absent, the procedure laid down by Article 2386 of the Italian Civil Code shall be adopted, without prejudice to the powers of appointment referred to in Article 5.1 *ter*, subparagraph d). To replace directors who have left office, the meeting shall adopt resolutions based on the statutory majority by selecting replacements from the same list as that to which the departed directors belonged, provided that candidates not previously elected remain on this list. The Board of Directors shall proceed with the replacement pursuant to Article 2386 of the Italian Civil Code by selecting replacements based on the same criteria as set out in the preceding subparagraph at the next suitable meeting after the withdrawal from office is announced”.

The Article 5.1-*ter* of the Articles of Association, in accordance with Article 2, section 1 of Decree-Law 332 of 31 May 1994, converted with amendments by Act 474 of 30 July 1994, as replaced by Article 4, section 227 of Act 350 of 24 December 2003, provides that the Italian Economy and Finance Minister, jointly with the Minister of Economic Development, has the power to appoint a director without voting rights (cf. paragraph d1), subparagraph d) above). If the director thus appointed retires from office, the Italian Economy and Finance Minister, jointly with the Minister of Economic Development, will appoint a replacement.

- AMENDMENTS TO THE ARTICLES OF ASSOCIATION -

Amendments to the Articles of Association are ratified by the shareholders' meeting in accordance with the law.

However, under Article 24.1 of the Articles of Association, the Board of Directors has the power to adapt the Articles of Association to legislative provisions.

Under Article 22.3 of the Articles of Association, any proposals to amend articles or to adopt new articles of association are decided by the Board of Directors with the vote in favour of 7/10ths of the directors in office, excluding the director without voting rights, appointed in accordance with Article 5.1-*ter*, subparagraph d) of the Articles of Association.

Finally, as illustrated in subparagraph d, d1), the Italian Economy and Finance Minister, jointly with the Minister of Economic Development, has a veto over the adoption of amendments to the Articles of Association that revoke or modify the powers referred to in Article 5.1-*ter* of the Articles of Association or that alter the object of the company.

i) AUTHORISATION FOR CAPITAL INCREASES AND AUTHORISATION TO PURCHASE OWN SHARES

- Directors have no authority to increase the share capital under Article 2443 of the Italian Civil Code.
- The Extraordinary General Meeting of 30 May 2007 ratified a capital increase pursuant to Article 2441, section 4, paragraph 2 and which the Board of Directors was asked to execute. The capital increase is reserved for institutional investors and will take place possibly in several tranches, excluding options and subject to a maximum of 10% of the share capital (i.e. for a nominal maximum of €185,638,002), by issuing up to 42,190,455 shares with a nominal value of €4.40, to be executed wholly or in part by subscription and/or wholly or in part to service convertible or cum warrant debenture loans.

The Board of Directors of Finmeccanica has until 30 June 2009 to execute the operation in accordance with the procedures and criteria laid down by this resolution.

- The Finmeccanica Shareholders' Meeting of 16 January 2008 ratified the purchase programme for own shares proposed by the Board of Directors on 21.11.2007 for up to approximately 8% of the company's share capital (a maximum of 34 million common shares), distributed as follows:
  - approximately 2.6% for performance share plans (a maximum of 11.1 million common shares, 7.5 million of which are intended to be assigned over the next few years), subject to the withdrawal of any unused purchase authorisations and the availability of own shares authorised to service the plans, and without prejudice to existing resolutions of shareholders' meetings concerning the ratification of these performance share plans.
  - approximately 5.4% (22.9 million common shares) to create maximum shareholder value. Assuming an average unit price of €20, the acquisition would be worth around €460 million.

The shares purchased will remain available in the form of own shares held in portfolio and may be used as part of industrial projects or extraordinary finance operations. The purchase programme for own shares may be implemented in the next 18 months, in accordance with standard market practice for this kind of operation, and taking account of the company's performance. The programme will be financed primarily using cash flow from operations generated by the Group.

Shares to service the programme may be purchased, at suitable intervals, at a maximum and minimum unit price equivalent to the

reference price on the Italian Electronic Stock Exchange on the day before the purchase (plus or minus 5% for the maximum and minimum price respectively), either on the market or by buying and selling derivatives traded on regulated markets.



## I) CHANGE OF CONTROL CLAUSES

Material agreements entered into by Finmeccanica or its subsidiaries and which will become effective , will be amended or extinguished in case of a change of control of the company concerned. These agreements are listed below with an indication of the corresponding effects.

PARTIES		AGREEMENT	EFFECTS OF THE CHANGE OF CONTROL CLAUSE
<b>FINMECCANICA</b>	BANCO BILBAO VIZCAYA ARGENTARIA S.A., BANCA INTESA SPA, BANCA NAZIONALE DEL LAVORO SPA, BNP PARIBAS S.A., CALYON CORPORATE AND INVESTMENT BANK, CITIGROUP GLOBAL MARKETS LIMITED, HSBC BANK PLC, MCC SPA, SG CORPORATE AND INVESTMENT BANKING, THE ROYAL BANK OF SCOTLAND PLC AND UNICREDIT BANCA IMMOBILIARE SPA, UNICREDIT BANCA D'IMPRESA SPA	LOAN AUTHORISATION AGREEMENT	AFTER AN OPTIONAL 90-DAY DISCUSSION PERIOD, BANKS MAY REQUEST THE RESTITUTION OF THEIR STAKE.
<b>FINMECCANICA</b>	ING BANK N.V. AND ING BANK N.V., BRANCHMILAN	GUARANTEE AGREEMENT FOR ANSALDOBREDA	AFTER AN OPTIONAL 90-DAY DISCUSSION PERIOD, THE BANKS MAY CANCEL THE AGREEMENT AND REQUEST A REFUND FOR GUARANTEES ISSUED.
<b>FINMECCANICA</b>	BAE SYSTEMS AND EADS	SHAREHOLDER AGREEMENT RELATING TO MBDA SAS  (FINMECCANICA 25% INDIRECTLY THROUGH AMSH B.V.).	IN CASE OF A CHANGE IN CONTROL OF FINMECCANICA, THE OTHER SHAREHOLDERS – BAE SYSTEMS AND EADS – HAVE THE OPTION OF DECIDING WHETHER TO EXTINGUISH FINMECCANICA'S RIGHT TO APPOINT CERTAIN MANAGERS AND TO OBTAIN CERTAIN INFORMATION ABOUT MBDA. IF THIS IS REQUESTED BY THE SHAREHOLDERS, FINMECCANICA CAN ASK THESE SHAREHOLDERS TO BUY ITS STAKE IN MBDA AT MARKET PRICE.

<b>FINMECCANICA</b>	THALES	SHAREHOLDER AGREEMENT RELATING TO THALES ALENIA SPACE SAS (TAS) (FINMECCANICA 33%)	THALES IS ENTITLED TO BUY FINMECCANICA'S SHARES IN TAS AT A PRICE TO BE AGREED BY THE PARTIES.
<b>FINMECCANICA</b>	THALES	SHAREHOLDER AGREEMENT RELATING TO TELESPAZIO HOLDING SRL (TPZH) (FINMECCANICA 67%)	THALES IS ENTITLED TO SELL FINMECCANICA'S SHAREHOLDING IN TPZH AT A PRICE TO BE AGREED BY THE PARTIES.
<b>FINMECCANICA</b>	THALES AND BENIGNI	SHAREHOLDER AGREEMENT RELATING TO ELETTRONICA SPA (FINMECCANICA 31.33%)	IN CASE OF A CHANGE IN CONTROL, THE OTHER SHAREHOLDERS ARE ENTITLED TO BUY FINMECCANICA'S SHAREHOLDING IN ELETTRONICA ON A PRO-RATA BASIS AT A PRICE TO BE AGREED BY THE PARTIES.
<b>FINMECCANICA</b>	THALES ALENIA SPACE SASFRANCE ASTRIUM GMBH ASTRIUM LTD GALILEO SISTEMAS Y SERVICIOS S.R. THALES COMMUNICATION SA THALES ATM GMBH THALES ATM LTD.	SHAREHOLDER AGREEMENT RELATING TO EUROPEAN SATELLITE NAVIGATION INDUSTRIES GmbH (ESNIS) (FINMECCANICA 18.94%)	IN CASE OF A CHANGE IN CONTROL OF FINMECCANICA, THE OTHER SHAREHOLDERS ARE ENTITLED TO BUY FINMECCANICA'S SHAREHOLDING IN ESNIS ON A PRO-RATA BASIS, ON THE CONDITION THAT THE PARTY WHO ASSUMES CONTROL OF FINMECCANICA IS EITHER A COMPETITOR OF ESNIS AND ITS SUBSIDIARY EUROPEAN SATELLITE NAVIGATION INDUSTRIES SPA, OR A COMPETITOR OF THE OTHER SHAREHOLDERS, AND IF MORE THAN 20% OF THE TURNOVER OF THE CONTROLLING PARTY IS FROM ACTIVITIES THAT COMPETE WITH ESNIS OPERATIONS.
<b>FINMECCANICA</b>	THALES ALENIA SPACE FRANCE SAS ASTRIUM GMBH ASTRIUM LTD GALILEO SISTEMAS Y SERVICIOS S.R. THALES COMMUNICATION SA THALES ATM GMBH THALES ATM LTD.	SHAREHOLDER AGREEMENT RELATING TO GALILEO INDUSTRIES SA (GAIN) (FINMECCANICA 18.94%)	IN CASE OF A CHANGE IN CONTROL OF FINMECCANICA, THE OTHER SHAREHOLDERS ARE ENTITLED TO BUY FINMECCANICA'S SHAREHOLDING IN GALN ON A PRO-RATA BASIS, ON THE CONDITION THAT THE PARTY WHO ASSUMES CONTROL OF FINMECCANICA IS EITHER A COMPETITOR OF GALN OR A COMPETITOR OF THE OTHER SHAREHOLDERS, AND IF MORE THAN 20% OF THE TURNOVER OF THE CONTROLLING PARTY IS FROM ACTIVITIES THAT COMPETE WITH GALN OPERATIONS.

PARTIES	AGREEMENT	EFFECTS OF THE CHANGE OF CONTROL CLAUSE
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<b>SUBSIDIARY</b>
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<b>AGUSTA SPA</b> <b>100% FINMECCANICA THROUGH AGUSTAWESTLAND N.V.</b>	GENERAL ELECTRIC COMPANY (THROUGH AVIATION BUSINESS UNIT, MA, USA – “GE”)	FRAMEWORK AGREEMENT RELATING TO THE SUPPLY OF HELICOPTER ENGINES	RENEGOTIATION OF AGREEMENTS IF CONTROL OF AGUSTA IS ACQUIRED BY A COMPETITOR OF GE; AGUSTA LIABLE FOR ANY BREACH OF CONFIDENTIALITY RELATING TO GE'S PROPRIETARY INFORMATION.
<b>AGUSTA SPA</b> 100% FINMECCANICA THROUGH AGUSTAWESTLAND N.V.	BELL HELICOPTER TEXTRON	LICENCE FOR THE PRODUCTION AND SALE OF 412, 412SP, 412HP, 412EP- SAR, 212, 206A AND 206B HELICOPTERS AND SPARE PARTS	TERMINATION OF THE AGREEMENT IN CASE OF TRANSFER OF OWNERSHIP OF AGUSTA TO A THIRD- PARTY HELICOPTER MANUFACTURER AND SELLER, EXCLUDING INTRA-GROUP TRANSFERS.
<b>AGUSTA SPA</b> 100% FINMECCANICA THROUGH AGUSTAWESTLAND N.V.	BOEING COMPANY DEFENCE & SPACE GROUP	AGREEMENT FOR THE REVISION AND SALE OF THE CH47C AND SPARE PARTS	EXPRESS CANCELLATION CLAUSE, EXCLUDING TRANSFER OF CONTROL WITHIN FINMECCANICA.
<b>AGUSTA SPA</b> AGUSTA US INC AGUSTAWESTLAND N.V. 100% FINMECCANICA THROUGH AGUSTAWESTLAND N.V.	BELL HELICOPTER TEXTRON INC	JV BELL/AGUSTA AEROSPACE COMPANY LLC FOR THE DEVELOPMENT OF THE TILTROTOR PROJECT, ALSO KNOWN AS BA609	IN CASE OF DE FACTO OR DE JURE TRANSFER OF CONTROL TO A COMPETITOR OF BELL OR ANY THIRD PARTY, BELL MAY WIND UP THE LLC; IF BELL DECIDES NOT TO WIND UP THE LLC, IT MAY STIPULATE THAT CERTAIN RESEARCH PROJECTS AND CONFIDENTIAL INFORMATION/TECHNIQUES CANNOT BE TRANSFERRED TO THIRD PARTIES.
<b>AGUSTAWESTLAND NORTH AMERICA INC</b> 100% FINMECCANICA THROUGH AGUSTAWESTLAND N.V.	BELL HELICOPTER TEXTRON INC	JV AGUSTAWESTLAND BELL LLC FOR THE “VH71” PROGRAMME RELATING TO THE SUPPLY OF A FLEET OF AIRCRAFT FOR THE US PRESIDENT BASED ON THE “US101” HELICOPTER	DISSOLUTION OF THE LLC AND END OF THE COLLABORATION BETWEEN AGUSTAWESTLAND, BELL AND THE LLC RELATING TO THE PROGRAMME.
<b>ALENIA AERONAUTICA SPA</b> 100% FINMECCANICA	LOCKHEED MARTIN CORPORATION	DEVELOPMENT, MARKETING, SALES AND AFTER-SALES SUPPORT	EXPRESS TERMINATION CLAUSE

<p><b>WING NED N.V.</b></p> <p>100% ALENIA AERONAUTICA</p>	<p>SUKHOI COMPANY</p>	<p>JVCO CONCERNING THE DEFINITION OF THE GOVERNANCE RULES RELATING TO THE COMPANY SUPERJET INTERNATIONAL SPA</p>	<p>PURCHASE OPTION IN FAVOUR OF SUKHOI ON SHARES IN SUPERJET INTERNATIONAL SPA HELD BY WING NED N.V. AT A MARKET PRICE WHICH IS THE LESSER OF FAIR MARKET VALUE AND FLOOR VALUE (WHICH CORRESPONDS TO THE TOTAL PURCHASE PRICE OF SHAREHOLDINGS IN SUPERJET INTERNATIONAL AND IN SUKHOI AIRCRAFT COMPANY, WHOSE STAKE IS IN THE PROCESS OF BEING ACQUIRED) AND THE TOTAL CONTRIBUTIONS PAID BY ALENIA UNDER THE FUNDING PLAN PROVIDED FOR IN THE GENERAL AGREEMENT.</p>
<p><b>ALENIA NORTH AMERICA INC</b></p> <p>100% FINMECCANICA THROUGH ALENIA AERONAUTICA SPA</p>	<p>L3 COMUNICATIONS INTEGRATED SYSTEMS L.P.</p>	<p>AGREEMENT TO SET UP A LIMITED LIABILITY COMPANY FOR GLOBAL MILITARY AIRCRAFT SYSTEMS TO CARRY OUT ACTIVITIES RELATING TO THE C27J AIRCRAFT</p>	<p>IF A STAKE EQUAL TO OR MORE THAN 50% OF THE STAKE OF THE LLC OR ASSETS ARE TRANSFERRED TO A COMPETITOR OF THE OTHER PARTY, THE PARTY NOT INVOLVED WILL BE ENTITLED TO A PURCHASE OPTION AT MARKET VALUE ON THE OTHER PARTY'S SHAREHOLDING.</p>
<p><b>ALENIA NORTH AMERICA INC</b></p> <p>100% FINMECCANICA THROUGH ALENIA AERONAUTICA SPA</p>	<p>VOUGHT AIRCRAFT INDUSTRIES INC</p>	<p>LIMITED LIABILITY COMPANY AGREEMENT OF GLOBAL AERONAUTICA, LLC FOR THE IMPLEMENTATION OF INDUSTRIAL ACTIVITIES RELATING TO THE BOEING 787 AERONAUTICAL PROGRAMME.</p>	<p>THE CHANGE IN CONTROL OF ALENIA NORTH AMERICA INC IS CONSIDERED A DISPOSAL OF THE SHAREHOLDING AND REQUIRES THE CONSENT OF VOUGHT; A CHANGE IN CONTROL OF VOUGHT WOULD ALLOW ALENIA NORTH AMERICA INC TO INSIST THAT VOUGHT BUY ALENIA'S STAKE IN GLOBAL AERONAUTICA, LLC.</p>
<p><b>ANSALDO BREDA</b> (100% FINMECCANICA) AS A MEMBER OF THE TREVI CONSORTIUM WITH THE COMPANIES:</p> <ul style="list-style-type: none"> <li>- ALSTOM FERROVIARIA SPA</li> <li>- FIREMA TRASPORTI SPA</li> <li>- BOMBARDIER TRANSPORTATION ITALIA SPA</li> </ul>	<p>TREVI CONSORTIUM, WHICH HAS A LOCOMOTIVE SUPPLY CONTRACT WITH TRENITALIA SPA</p>	<p>ARTICLES OF ASSOCIATION OF THE TREVI CONSORTIUM</p>	<p>THE ARTICLES OF ASSOCIATION OF THE TREVI CONSORTIUM STIPULATE THAT THE SHAREHOLDERS' MEETING CAN DECIDE TO EXCLUDE A MEMBER OF THE CONSORTIUM.</p>
<p><b>ANSALDO ENERGIA SPA</b></p> <p>100% FINMECCANICA</p>	<p>SIEMENS AKTIENGESELLSCHAFT</p>	<p>SUPPLY CONTRACT FOR TURBINE BLADES</p>	<p>EXPRESS CANCELLATION CLAUSE</p>

<b>ANSALDO TRASPORTI SISTEMI FERROVIARI SPA</b>  40.65% FINMECCANICA THROUGH ANSALDO STS	NAPLES CITY COUNCIL	LICENSING AGREEMENT FOR LINE 6 OF THE METRO SYSTEMLA REALIZZAZIONE DELLA	EXPIRY OF THE LICENCE.
<b>SELEX SAS LTD</b>  100% FINMECCANICA THROUGH SELEX SAS SPA	NORTHROP GRUMMAN	"MISSILE COUNTER MEASURE (INFRARED)" CONTRACT	TERMINATION OF THE CONTRACT OR ALTERNATIVELY A REQUEST FOR ADDITIONAL PERFORMANCE GUARANTEES, AT THE DISCRETION OF THE PARTY NOT SUBJECT TO A CHANGE IN CONTROL.

**m) COMPENSATION FOR DIRECTORS IN CASE OF DISMISSAL OR REDUNDANCY WITHOUT JUST CAUSE OR TERMINATION OF EMPLOYMENT FOLLOWING A TAKEOVER BID.**

No compensation is proposed for directors in case of dismissal or redundancy without just cause or termination of employment following a takeover bid.