

Regulations governing the plan to allocate ordinary shares in the Company free of charge to employees of the Saras Group (“Share Plan” or “Plan”)

1. Issuer Saras S.p.A. and any successor thereto (the “Company”).
2. Beneficiaries All full-time and part-time employees of the Company and its Italian subsidiaries (jointly, the “Group”) who, at the Allocation Date (as defined below) are bound by a permanent (including part-time) contract of employment with the Group. Group employees who are in their probation period at the Allocation Date are excluded.
3. Purpose The purpose and aims of the Share Plan, drawn up and proposed by the Remuneration Committee and approved by the Board of Directors, are:
 - (a) to instil the Beneficiaries (as defined above) with a sense of loyalty and belonging and encourage them to remain at the Group;
 - (b) to reward Beneficiaries with a holding in Shares (as defined below).The allocation of Shares is not dependent upon employees’ performance.
4. Number of Shares allocated
 - 4.1 The maximum total value of the Shares (as defined below) to be allocated pursuant to the Plan is EUR 2,000,000 (two million). Each Beneficiary will receive, free of charge, a number of ordinary shares in the Company (“Shares” or singly “Share”) in accordance with the following criteria and terms:
 - 4.2 **Year 2010**

In 2010, each Beneficiary will receive one free Share (“Additional Free Shares”) for every six Shares held at 31 December 2009. To allow the calculation of the number of Additional Free Shares to be assigned in 2010, all Beneficiaries must inform the Company of the number of Shares held at 31 December 2009, even if it is zero. Beneficiaries must therefore complete and sign the declaration attached to these Regulations (Appendix 1), and send it to the address given in paragraph 16, either by registered mail or by hand – a receipt to be received in both cases – by no later than 30 June 2010. Failure to observe these terms may result in the forfeit of the right to receive Additional Free Shares.
 - 4.2.1 **2011 and 2012**

In 2011 and 2012, each Beneficiary will receive Additional Free Shares in a number equal to one Share for every six further

Shares acquired in 2010 and 2011 respectively, provided that the number of Shares held during the course of each year has never been lower than the number of Shares held at 31 December of the preceding year.

4.2.2 To allow the calculation of the number of Additional Free Shares to be assigned in 2011 and 2012, all Beneficiaries must inform the Company of the difference between the number of Shares held at 31 December 2010 and the number held at 31 December 2009 as regards the allocation for 2011, and of the difference between the number of Shares held at 31 December 2011 and the number held at 31 December 2010 as regards the allocation for 2012. In addition, all Beneficiaries must affirm their compliance for each of the above years with the condition set out in 4.2.1 above.

Beneficiaries must therefore complete and sign the applicable declaration attached to these Regulations (Appendices 2 and 3), and send it to the address given in paragraph 16, either by registered mail or by hand – a receipt to be received in both cases – by no later than 28 February 2011 for the 2011 allocation, and by no later than 28 February 2012 for the 2012 allocation. Failure to observe these terms may result in the forfeit of the right to receive Additional Free Shares.

4.3 It shall be understood that the Company may verify the information provided by Beneficiaries using any means permitted, including by requiring all or a sample of Beneficiaries to provide copies of (i) their securities deposit account statement at 31 December 2009, and/or (ii) their quarterly securities deposit account statements for the years 2010 and 2011, issued by the relevant bank or broker, and/or other equivalent documentation. As specified in the attached declarations (Appendices 1 and 2), which form an integral part of these Regulations where applicable, any refusal by Beneficiaries to provide the documentation required, or any discrepancies that may emerge between the information provided in said declarations and that obtained following verification by the Company, shall result in the immediate exclusion from the Plan of the Beneficiary(ies) in question. In this event, and without prejudice to the outcome of any disciplinary proceedings, the Company reserves the right to take any action necessary to safeguard the integrity of the Plan

and its own rights.

4.4 It shall be understood that the total value of the Shares assigned to each Beneficiary, including Additional Free Shares, determined at the Allocation Date, shall not exceed EUR 2,065 in any one year.

4.5 In order to comply with the limits set out in paragraphs 4.1 and 4.4 above, the Board of Directors may proportionally reduce the number of Shares, including Additional Free Shares, to be allocated if their value at the Allocation Date exceeds said limits, or may decide not to allocate any Shares if the limit was reached following previous allocations. In any event, the value of any allocations shall be determined based on the official price of the Shares on the Allocation Date in question.

5. Share Allocation
Date

The allocation date (in all cases "Allocation Date") for Shares, including Additional Free Shares, for 2010 is 30 September 2010 while the Allocation Date for Additional Free Shares for 2011 and 2012 is 30 June of each year.

6. Allocation of
Shares

6.1 For each of the three years in question, the Shares, including Additional Free Shares, as previously defined, shall be allocated to each Beneficiary on the dates indicated in paragraph 5 above ("Allocation of Shares").

6.2 For each of the three years in question, the Company shall inform each Beneficiary of the total number of Shares allocated either by registered mail or by hand – a receipt to be received in both cases – no later than 45 days from the dates indicated in paragraph 5 above.

All Beneficiaries must inform the Company of their acceptance of their Allocation of Shares within 45 days of receipt of the letter of allocation, by completing and signing the form, and returning it either by registered mail or by hand – a receipt to be received in both cases. Failure to do so may result in the forfeit of the right to receive the free Shares.

7. Deposit to an
escrow account

7.1 Under fiscal law, the tax exemption set out under article 51, paragraph 2, point *g* of Presidential Decree 917 of 22 December 1986 applies to Beneficiaries only if they hold the Shares assigned to them for at least 3 years after the Allocation Date. Therefore, the Company shall, within 45 days of the notification of acceptance of the Allocation of Shares, deposit the Shares, including Additional Free Shares, due to each

Beneficiary to individual accounts held with an intermediary appointed by the Company. Beneficiaries shall not be given access to said accounts for the duration of the above-mentioned 3-year period.

7.2 All costs relating to the depositing of the Shares, including any tax or duty owed in relation to the deposit, as well as the costs of registering the Share certificates with the bank or broker designated by the Beneficiary shall be incurred by the Company.

8. Termination of employment

The Shares (including Additional Free Shares) allocated to a Beneficiary over one or more of the three years in question based on the Plan shall be deposited as per the paragraph above even where said Beneficiary has ceased to work for the Company for whatever reason, except in the case of dismissal with just cause and/or for any other justifiable reason or dismissals without just cause.

It shall be understood that in the event of outstanding employment-related disciplinary or judicial proceedings which could result in the termination of the employment contract, the transfer of the Shares shall be conditional upon the outcome of said proceedings.

9. Management of the Plan

The Company's Board of Directors shall be responsible for administering the Plan. It shall be vested with all powers necessary to manage the Plan, including, for example, the power to introduce amendments to these Regulations as voted for by the Shareholders' Meeting. These powers may also be delegated.

10. Amendments

The number of Shares and any other basic terms and conditions of these Regulations may be amended or adjusted in order to incorporate the effects of any merger, split, recapitalisation or other extraordinary operation carried out by the Company, including the issue of new Shares (not included in the Plan) or, where appropriate, following any future legislative or regulatory changes. Such amendments and adjustments shall be definitive and binding for Beneficiaries except in the case of manifest error.

11. Interpretation

Any disputes relating to the interpretation of these terms and conditions shall be settled by the Company, whose decision shall be binding except in the case of manifest error.

12. Additional

12.1 Any benefits accrued under the Plan shall be deemed

conditions	<p>extraordinary and shall not under any circumstances be considered an integral part of Beneficiaries' normal remuneration. Moreover, said benefits may not be used in the calculation of any indirect legal or contractual remuneration (such as holiday pay, additional months' salary paid during the year, public holiday pay, etc.) or shall be deemed to have been taken into account.</p> <p>12.2 The Allocation of Shares shall take place only if, at the Allocation Date, the Shares are listed on the Italian stock exchange organised and managed by Borsa Italiana.</p>
13. Disposal of Shares, lock-in and shareholder rights	<p>13.1 Until the end of the third year after the Allocation Date, the Shares assigned pursuant to these Regulations (including Additional Free Shares) may not be sold, transferred, pledged or disposed of in any way, except by testamentary disposition of the Beneficiary or pursuant to succession laws. Any attempt to sell, transfer, pledge or dispose of the Shares in contravention of this provision shall be invalid and ineffective with respect to the Company.</p> <p>13.2 Neither the Beneficiary nor any other person who succeeds to the Beneficiary's rights under the Share Plan shall benefit from shareholder rights over the Shares before said Shares have been assigned to the Beneficiary by the Company in accordance with paragraph 7 above.</p> <p>13.3 The Company reserves the right to make the holding of the Shares (including Additional Free Shares) conditional upon other procedures necessary to optimise the pension, tax or financial consequences of the Share Plan for the Company in view of applicable fiscal law.</p> <p>13.4 The value of the Shares (including Additional Free Shares) allocated under this plan shall be understood to be gross of taxes and contributions arising from any changes in applicable tax and pension law.</p>
14. Right to terminate employment contract	<p>Nothing contained in these Regulations shall be construed as attributing a right to the Beneficiary or any other person to remain in the employ of the Company or any of its subsidiaries, nor shall it affect the rights of the Company to terminate the employment contract of the Beneficiary or any other person.</p>
15. Applicable law and competent	<p>15.1 The Plan and these Regulations shall be governed by Italian law.</p>

jurisdiction

15.2 Any dispute between the Company and the Beneficiaries with respect to the Plan and these Regulations shall fall under the exclusive judicial authority of the Court of Milan.

16. Contact details
and next of kin

16.1 Beneficiaries must provide their address for the purposes of communications relating to the Share Plan, and must give the name and address of persons who should be informed in case of the Beneficiary's death or illness.

16.2 Communications to the Company should be sent to: Saras S.p.A. – Galleria De Cristoforis 1 – 20122 Milan – Human Resources Division.

DECLARATION FOR 2010

I, the undersigned _____, born in _____ on _____, tax code _____, holding a permanent, non-probationary employment contract with Saras S.p.A., having understood and accepted the consequences of providing inaccurate, misleading or false information, hereby declare and attest that, at 31 December 2009, the number of Shares held in the securities deposit account in my name/joint name¹ at _____², is _____³.

I hereby undertake to provide promptly, at the request of Saras S.p.A., a copy of the statement at 31 December 2009 from the above-mentioned securities deposit account, or other equivalent documentation. I understand that I may blank out any information not relevant for the purposes of the Plan.

Pursuant to Legislative Decree 196/2003 as amended, I hereby authorise Saras S.p.A. to retain and handle the data contained in the above-mentioned documentation, and any other personal data provided, for the purposes of the Plan.

I understand that, pursuant to paragraph 4.3 of these Regulations, my refusal to provide the above-mentioned documentation, and any discrepancy that may emerge between the information provided in this declaration and that obtained following verification by the Company, shall result in my immediate exclusion from the Plan, without prejudice to the outcome of any disciplinary proceedings or any further action which the Company reserves the right to take in order to safeguard the integrity of the Plan and its own rights.

_____, _____
Place Date Signature

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- 1 In the case of a joint account, please indicate only the number of ordinary Saras S.p.A. shares corresponding to your own allocation.
 - 2 Name of bank/broker.
 - 3 Terms expressed with initial capitals have been defined in the Regulations.

DECLARATION FOR 2011

I, the undersigned _____, born in _____ on _____, tax code _____, holding a permanent, non-probationary employment contract with Saras S.p.A., having understood and accepted the consequences of providing inaccurate, misleading or false information, hereby declare and attest that:

- (i) the difference between the number of Shares¹ held by me at 31 December 2010 in the securities deposit account in my name/joint name² at _____³, and the number of Shares held at 31 December 2009 in the securities deposit account held in my name/joint name⁴ at _____⁵ is _____.
- (ii) the number of Shares held in the above-mentioned securities deposit account during 2010 was never lower than the number of Shares held at 31 December 2009.

I hereby undertake to provide promptly, at the request of Saras S.p.A., a copy of the statements at 31 December 2009 and 31 December 2010 from the above-mentioned securities deposit account, copies of my quarterly securities deposit account statements for 2010, or other equivalent documentation. I understand that I may blank out any information not relevant for the purposes of the Plan.

- 1 Terms expressed with initial capitals have been defined in the Regulations.
- 2 In the case of a joint account, please indicate only the number of ordinary Saras S.p.A. shares corresponding to your own allocation.
- 3 Name of bank/broker.
- 4 In the case of a joint account, please indicate only the number of ordinary Saras S.p.A. shares corresponding to your own allocation.
- 5 Name of bank/broker.

Pursuant to Legislative Decree 196/2003 as amended, I hereby authorise Saras S.p.A. to retain and handle the data contained in the above-mentioned documentation, and any other personal data provided, for the purposes of the Plan.

I understand that, pursuant to paragraph 4.3 of these Regulations, my refusal to provide the above-mentioned documentation, and any discrepancy that may emerge between the information provided in this declaration and that obtained following verification by the Company, shall result in my immediate exclusion from the Plan, without prejudice to the outcome of any disciplinary proceedings or any further action which the Company reserves the right to take in order to safeguard the integrity of the Plan and its own rights.

_____, _____
Place Date

Signature

DECLARATION FOR 2012

I, the undersigned _____, born in _____ on _____, tax code _____, holding a permanent, non-probationary employment contract with Saras S.p.A., having understood and accepted the consequences of providing inaccurate, misleading or false information, hereby declare and attest that:

- (i) the difference between the number of Shares¹ held by me at 31 December 2011 in the securities deposit account in my name/joint name² at _____³, and the number of Shares held at 31 December 2010 in the securities deposit account held in my name/joint name⁴ at _____⁵ is _____.

- (ii) the number of Shares held in the above-mentioned securities deposit account during 2011 was never lower than the number of Shares held at 31 December 2010.

I hereby undertake to provide promptly, at the request of Saras S.p.A., a copy of the statements at 31 December 2010 and 31 December 2011 from the above-mentioned securities deposit account, copies of my quarterly securities deposit account statements for 2011, or other equivalent documentation. I understand that I may blank out any information not relevant for the purposes of the Plan.

- 1 Terms expressed with initial capitals have been defined in the Regulations.
- 2 In the case of a joint account, please indicate only the number of ordinary Saras S.p.A. shares corresponding to your own allocation.
- 3 Name of bank/broker.
- 4 In the case of a joint account, please indicate only the number of ordinary Saras S.p.A. shares corresponding to your own allocation.
- 5 Name of bank/broker.

Pursuant to Legislative Decree 196/2003 as amended, I hereby authorise Saras S.p.A. to retain and handle the data contained in the above-mentioned documentation, and any other personal data provided, for the purposes of the Plan.

I understand that, pursuant to paragraph 4.3 of these Regulations, my refusal to provide the above-mentioned documentation, and any discrepancy that may emerge between the information provided in this declaration and that obtained following verification by the Company, shall (i) result in my immediate exclusion from the Plan and (ii) constitute just cause for dismissal, without prejudice to any further action, including criminal proceedings, which the Company reserves the right to take in order to safeguard the integrity of the Plan and its own rights.

_____, _____
Place Date Signature