

Regulations: Plan for the free allocation of Company shares to the management of the Saras Group (hereinafter the “Stock Grant Plan 2010/2012” or the “Plan”)

1. Issuer

Saras SpA and any successor thereto (hereinafter the “Company”).

2. Beneficiaries

2.1 The Beneficiaries are:

(a) the managers of the Company;

(b) the managers of subsidiaries of the Company (managers, as well as directors individually identified by the Company’s Board of Directors)

who, at the allocation date (as defined below), hold a permanent contract of employment with the Company and/or the subsidiaries of the Company (collectively, the “Group”).

Citizens of the United States of America and green card holders are excluded.

2.2 For 2010, directors of subsidiaries who are Beneficiaries of the Plan shall be individually nominated by the first Board of Directors of the Company (hereinafter the “Board of Directors”) to meet following approval of the Plan by the Company’s shareholders’ meeting (hereinafter the “Shareholders’ Meeting”), and, for the two-year period 2011/2012, by the first Board of Directors to meet in each of the two years.

2.3 The Company shall send a letter to Beneficiaries identified in accordance with sections 2.1 and 2.2 above, indicating the base number of shares approved for each of them, pursuant to paragraph 5 below (hereinafter the “Letter of Invitation”).

2.4 The Company shall be responsible for sending a copy of these Regulations to all Beneficiaries.

2.5 The Beneficiaries can participate in the Plan by sending a signed copy of the Letter of Invitation to the Company within 10 (ten) working days of receipt.

3. Purpose

3.1 The purpose and aims of the Plan, which was drawn up and presented by the Company's remuneration committee (hereinafter the "Remuneration Committee"), are as follows:

- (a) To establish a relationship between incentivised remuneration based on financial instruments and other pay components, in line with common practice among listed companies in Italy
- (b) To implement a medium-term incentive scheme that can create a strong link between remuneration, company performance and the creation of value for shareholders
- (c) To align the conduct of the Beneficiaries with the interests of shareholders and to boost their returns, promoting the continuous improvement of the Company's results and stock market performance
- (d) To incentivise Beneficiaries to remain with the Group

3.2 To this end, the Plan shall run over the medium term, and provides for the free allocation of ordinary shares in the Company (hereinafter the "Shares", or, individually, the "Share"), according to the terms and conditions specified below. These take account, *inter alia*, of Saras' stock market performance.

4. Total number of Shares in the Plan

The total maximum number of Shares to be allocated to Beneficiaries under the 2010/2012 Stock Grant Plan for the entire three years of its duration, notwithstanding the provisions of paragraph 11, and excluding Shares to be assigned as part of the Option pursuant to paragraph 14 below, is 15,000,000 (fifteen million).

The total maximum number of Shares to be allocated as part of the Option shall be 1,000,000 (one million), notwithstanding the provisions of sections 14.4 and 14.5.

5. Individual number of Shares

5.1 The number of Shares to be allocated on an annual basis to each Beneficiary who, in the year in question, has a permanent employment contract with the Company

(hereinafter the “Individual Number of Shares”), shall be calculated by the Board of Directors according to the following procedure:

(i) For each year that the Plan remains in force, the base number of Shares (hereinafter the “Base Number of Shares”) will initially be established for each Beneficiary. For 2010, the Base Number of Shares shall be calculated by the first Board of Directors to meet after approval of the Plan by the Shareholders’ Meeting, and, for the two-year period 2011/2012, by the first Board of Directors to meet in each of the two years. In both cases calculation shall follow consultation with the Remuneration Committee, where provision has been made for this.

(ii) The Board of Directors that meets to approve the Group’s consolidated financial statements for the respective financial years ending 31 December 2010, 2011 and 2012 (the date of each meeting of the Board of Directors above being the respective “Allocation Date”), having previously consulted with the Remuneration Committee where provision has been made for this, shall calculate the Individual Number of Shares, starting with the Base Number of Shares and using the proportions indicated in **Table 1** below on the basis of the percentage ratio of (a)/(b) described as follows:

(a) The total shareholder return performance indicator (i.e. the change in the share price taking into account any dividends allocated, hereinafter “TSR”) for each year of the Plan. This is calculated using the average price of one Share in the fourth quarter of the previous financial year as the initial price, and the average price of one Share in the fourth quarter of the reference year as the final price (hereinafter the “Saras TSR”).

(b) The average TSR of a group of comparables (identified by the Board of Directors as Neste Oil, ERG, Polski Koncern Naftowy, Hellenic Petroleum, Motor Oil Hellas and Petroplus)¹, calculated on the same basis (hereinafter the “Peers’ TSR”). (NB: in calculating the Saras TSR and the Peers’ TSR, the initial price must be considered as 100%).

¹ The group of comparables will be subject to annual review by the Board of Directors as a precaution. Beneficiaries will be notified when this takes place.

Table 1

Performance P = Saras TSR/Peers' TSR	Individual Number of Shares as a % of Base Number of Shares
= > 125	200%
120 =< P < 125	180%
115 =< P < 120	150%
110 =< P < 115	130%
105 =< P < 110	115%
102 =< P < 105	105%
98 =< P < 102	100%
95 =< P < 98	95%
90 =< P < 95	90%
85 =< P < 90	85%
80 =< P < 85	80%
75 = <P < 70	75%
70 =< P < 75	70%
< 70	-

5.3 The allocation of the Individual Number of Shares for each year of the Plan's duration is always subject to each Beneficiary holding an employment contract with the Group at the Allocation Date for each year.

6. Right to receive Shares

6.1 In each of the three years of the Plan, on the dates indicated in paragraph 5 above, the Board of Directors shall allocate to each Beneficiary the right to receive the Individual Number of Shares as calculated above (hereinafter the "Right to Receive Shares").

6.2 For each of the three years in question, the Company shall inform each Beneficiary of the Individual Number of Shares associated with the Right to Receive Shares, delivered either by registered mail or in person – with acknowledgement of receipt in both cases – no more than 45 days after the dates indicated in paragraph 5 above.

All Beneficiaries must inform the Company of their acceptance of the Right to Receive Shares within 45 days of receipt of the above letter, by completing and signing the form provided by the Company and returning it either by registered mail or in person, with

acknowledgement of receipt in both cases (hereinafter the “Letter of Acceptance”). Failure to do so may result in forfeiture of the right to receive the free Shares.

7. Restrictions and shareholder rights

7.1 The Right to Receive Shares does not confer any shareholder rights to any of the Beneficiaries. Each of the Beneficiaries may only enjoy these rights following delivery of the Shares, pursuant to the next paragraph.

7.2 Until the time of delivery, the Right to Receive Shares (and the Shares associated with this Right) may not be sold, transferred, pledged or disposed of in any way, except by testamentary disposition of the Beneficiary or pursuant to the laws of succession. 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.

8. Delivery

8.1 The Company shall transfer to each of the Beneficiaries the Shares associated with the Right to Receive Shares, as accepted by the Beneficiaries pursuant to the paragraphs above, in a single delivery between 30 March and 30 June 2013 (hereinafter the “Delivery Date”).

8.2 The Company shall credit the Shares to the securities account in the name of the Beneficiary and held with the bank or broker, as an authorised member of Monte Titoli SpA, indicated by the Beneficiary in the Letter of Acceptance.

8.3 The Company shall be deemed to have fulfilled its obligations under the Plan when the request for the crediting of vested Shares is sent to the bank or broker indicated by the Beneficiary.

8.4 Any costs relating to the transfer of Shares to Beneficiaries shall be the exclusive responsibility of the Company. Costs relating to the crediting of share certificates representing Shares with the bank or broker indicated by the Beneficiary will be the exclusive responsibility of the Beneficiary in question.

9. Termination of employment

In the event of the termination of the Beneficiary's employment, for any reason, the Shares associated the Right to Receive Shares assigned to the Beneficiary for one or more of the three years on the basis of the current Plan will be delivered as described above.

10. Management of the Plan

The Company's Board of Directors shall be responsible for the administration of 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 resolved by the Saras Shareholders' Meeting. These powers can also be delegated.

11. Amendments

The number of Shares and any other basic terms and conditions of these Regulations may be amended or adjusted by the Board of Directors of the Company 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.

12. Additional conditions

12.1 Any benefits recognised under the Plan:

- i. are deemed extraordinary and shall not under any circumstances be considered an integral part of Beneficiaries' normal remuneration
- ii. may not be used in the calculation of any indirect legal or contractual remuneration (such as holiday pay, additional monthly salaries paid during the year, public holiday pay), or shall be deemed to have been taken into account
- iii. may not constitute the basis for recognition of similar or further benefits under the current Plan or otherwise. In particular, the granting of shares for one of the three years does not give an automatic right to the granting of shares for the other years
- iv. do not confer upon Beneficiaries the right, on expiry of the current Plan, to participate in any further incentive schemes, in whatever way these are implemented

12.2 The Individual Number of Shares shall be determined, and/or the Shares themselves shall be delivered only if the Shares are listed on the Mercato Telematico Azionario, organised and managed by Borsa Italiana, at the Allocation Date and the Delivery Date.

13. Fiscal treatment of Shares

13.1 The Company has neither indicated to nor guaranteed the Beneficiary that the Shares that the Beneficiary may receive under the Plan will be subject to any particular treatment as regards tax or social security contributions. The Beneficiary shall be solely responsible for any tax or social security contributions payable by the Beneficiary under legislation currently in force, and is responsible for ascertaining the appropriate treatment for transactions to which these Regulations apply or which result from them.

13.2 Before delivering the Shares, the Company has the right to require the Beneficiary to pay the Company, or other Group companies where appropriate, the minimum amount sufficient to cover any tax and/or social security contributions payable at source. In the absence of payment by the Beneficiary, the Company or the other Group companies have the right to retain this amount from the sums owing to the Beneficiary for any reason, including remuneration.

13.3 In the event that the Beneficiary terminates his or her employment contract with the Company or with other Group companies after being vested with the right to receive an Individual Number of Shares for one of the years of the Plan, and subsequently enters into a new contract of employment with another party, or starts to receive a pension, the Beneficiary shall inform the Company promptly of the identity of the new employer or the body providing the pension scheme.

13.4 These Regulations were prepared on the basis of regulatory, social security and fiscal legislation in force at this date, in accordance with primary and secondary legal requirements and provisions. If, as a result of amendments to this legislation or to its interpretation or application, the implementation of the Regulations imposes on the Company substantial burdens with respect to tax or social security contributions or of any other kind, the Company has the right to make unilateral changes to the terms and conditions of these Regulations.

14. Option for Beneficiaries of the 2007/2009 Stock Grant Plan

14.1 Beneficiaries who also participated in the 2007/2009 Stock Grant Plan, approved by resolution of the Company's Shareholders' Meeting of 27 April 2007 (hereinafter the "2007/2009 Plan"), and who have a permanent employment contract with the relevant Group company at the date of approval by the Shareholders' Meeting of the 2010/2012 Plan will be offered the opportunity (hereinafter the "Option") of postponing the transfer of the Shares that they are entitled to receive under the 2007/2009 Plan (hereinafter the "2007/2009 Shares"), in return for a one-off premium in Shares to be paid out as part of the current Plan (hereinafter the "Premium").

14.2 The Premium consists in the allocation by the Company to Beneficiaries taking up the Option of a further number of Shares not exceeding 1,000,000 in total to be distributed between each of these Beneficiaries in a quantity to be determined by the Company, taking into account (i) the number of Beneficiaries taking up the Option and (ii) the number of 2007/2009 Shares of each of these Beneficiaries, and, in any event, on

the sole condition that these Beneficiaries have maintained, until the Delivery Date, a permanent employment contract or partnership with the relevant Group company.

14.3 At the Delivery Date, the Beneficiaries taking up the Option will receive, in addition to the shares vested under the current Plan, a number of shares equal to the sum of (i) the number of 2007/2009 Shares, and (ii) on condition that they have maintained a permanent employment contract or partnership with the relevant Group company, the Premium Shares as determined above.

14.4 Beneficiaries whose employment contract with the relevant Group company ceases due to retirement between the date of the Shareholders' Meeting that approved the 2010/2012 Plan and the Delivery Date shall retain the right to the Premium.

Beneficiaries whose contract with the relevant Group company ceases for any reason other than retirement before the Delivery Date will only retain the right to delivery of 2007/2009 Shares.

14.5 Beneficiaries may only take up the Option if they have returned to the Company a signed copy of the Letter of Invitation, expressly accepting the Option.

15. 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.

16. Right to terminate employment contract

Nothing contained in these Regulations shall be construed as attributing a right to the Beneficiary or any other person to remain in the employment 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 of any other person.

17. Applicable law and competent court

17.1 The Plan and these Regulations shall be governed by Italian law.

17.2 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.

18. Contact details and next of kin

18.1 The Beneficiary shall provide a contact address for the purposes of communications relating to the 2010/2012 Stock Grant Plan in the copy of the Letter of Invitation, signed according to paragraph 2.4 above, and shall also provide the name and address of the person to whom communications shall be sent in the event of the death or incapacity of the Beneficiary.

18.2 Communications to the Company should be sent to the following address:

Saras SpA – Galleria De Cristoforis 1 – 20122 Milano – Human Resources Division; or
Saras SpA – S.S. 195, Km. 19 – 09018 Sarroch (CA) – Human Resources Division.