

**COMPAÑÍA DE DISTRIBUCIÓN INTEGRAL LOGISTA HOLDINGS, S.A.**

**ORDINARY GENERAL SHAREHOLDERS' MEETING**

**21 March 2017**

**PROPOSED RESOLUTIONS**

- 1.1 To approve the Annual Accounts (Balance Sheet, Profit and Loss Account, the Statement on Changes to the Net Equity, the Cash Flow Statement and Notes to the Accounts) audited by Deloitte, S.L., as well as the Management Report of Compañía de Distribución Integral Logista Holdings, S.A., corresponding to the financial year closed on 30 September 2016.
- 1.2 To approve the consolidated Annual Accounts (Balance Sheet, Profit and Loss Account, the Statement on Changes to the Net Equity, the Cash Flow Statement and Notes to the Accounts) audited by Deloitte, S.L., as well as the Management Report of Compañía de Distribución Integral Logista Holdings, S.A., and its consolidated group, corresponding all of them to the financial year closed on 30 September 2016.
- 1.3 To approve the management of the Board of Directors during the financial year closed on 30 September 2016.
- 1.4 To empower the Chairman and the Secretary of the Board of Directors, so that any of them, indistinctly, may carry out the acts and execute the documents that are necessary to file the approved Annual Accounts with the Commercial Registry of Madrid.
- 2 To approve the following proposal of the Board of Directors, of allocation of Compañía de Distribución Integral Logista Holdings, S.A. results, corresponding to the financial year closed on 30 September 2016:

Net Profit	122,806,511.83 Euros
For Dividends (0.9 €/share) <sup>(1)</sup>	11,135,942.90 Euros
<ul style="list-style-type: none"> <li>• Interim Dividend 0.25 € per share (Resolution of the Board of Directors meeting of July 26th, 2016)</li> </ul>	33,118,596.50 <sup>(1)</sup> Euros
<ul style="list-style-type: none"> <li>• Supplementary Dividend 0.65 € per share<sup>(1)</sup></li> </ul>	86,017,346.40 Euros
For Voluntary Reserves	3,670,568.90 Euros

<sup>(1)</sup> Treasury shares included

The dividend will be paid on 29<sup>th</sup> March 2017 through Banco de Santander.

- 3.1 To appoint Deloitte, S.L. and PricewaterhouseCoopers Auditores, S.L. as Auditors of the Individual and Consolidated Annual Accounts of the Company, for the fiscal years ending on 30 September 2017, 30 September 2018 and 30 September 2019.

Deloitte, S.L. is a company of Spanish nationality, with social address in Madrid, Plaza Pablo Ruiz Picasso, 1, "Torre Picasso", with Fiscal Identification Code (CIF) number B-79104469. It is recorded at the Commercial Registry of Madrid, Volume 13.650, 8th Section, Page 188, Sheet M-54414, and at the Official Registry of Accounts Auditors, under no. S0692.

PricewaterhouseCoopers Auditores, S.L. is a company of Spanish nationality, with social address in Madrid, Torre PwC, Paseo de la Castellana 259 B, 28046 Madrid, with Fiscal Identification Code (CIF) number B-79031290. It is recorded at the Commercial Registry of Madrid, Volume 9.267 3rd Section, Page 75, Sheet M-87250, and at the Official Registry of Accounts Auditors, under no. S0242.

The appointed Auditors will have to act jointly.

- 3.2 To empower the Chairman, the CEO and the Secretary of the Board of Directors so that any one of them, indistinctly, after receiving a favourable report from the Audit and Control Committee, may agree with the Auditors on any terms deemed appropriate, formalizing the relevant agreement.

- 4.1 To approve, in accordance to the provisions of Article 39<sup>o</sup> of the Company By-Laws, a remuneration system (2017 Long-Term Incentives General Plan (the

“General Plan”) and the 2017 Long-Term Incentives Special Plan (the “Special Plan”) which consists on granting to the Executive Directors of Compañía de Distribución Integral Logista Holdings, S.A. (“the Company”), and to certain Managers and employees of the Company and some of its subsidiaries (the “Logista Group”), a right to consolidate a certain incentive (the “Initial Recognised Incentive”). Such right will be settled in free shares of the Company (or, if appropriate, in its equivalent cash, or through a combination of shares and cash), subject to the requirements, conditions and timeframes and other determinations included in the document that was initially approved by the Company’s Board of Directors at its meeting held on 20 December 2016, prior to a favourable report and proposal from the Appointments and Remuneration Committee meeting held on the same date, and in the Regulations of both Plans that shall be approved by the Board.

The general characteristics of both Plans are described below:

1st. **Validity of the Plans:** Both Plans will remain in force for a total of five (5) years and will be divided into three (3) cycles of three (3) years each (the “Vesting Period”).

The first cycle of both Plans will begin on 1<sup>st</sup> October 2017.

2nd. **Beneficiaries:** The General Plan is addressed to the Company’s Executive Directors and to certain Managers and employees of the Logista Group, who have evidenced high performance and future potential, whereas the Special Plan is exclusively addressed to Executive Directors of the Company and certain Logista Group Managers, evidencing a high level of performance and added value.

3rd. **Initial Recognised Incentive:**

- a. The Initial Incentive to be recognised in favour of a Beneficiary, according to the General Plan, will represent, as a maximum in each Vesting Period, the annual variable remuneration at short term, accrued by the Beneficiary during the financial year immediately preceding the Initial Incentive Recognition Date (“Accrued Bonus”).
- b. The Initial Incentive to be recognised in favour of a Beneficiary, under the Special Plan, will be equivalent to a certain percentage of each Beneficiary’s annual Fixed Remuneration, to be determined in each Vesting Period, and with a maximum of 75 per 100 in the case of

Executive Directors, and of the 50 per 100 in the case of all other Beneficiaries.

- c. Once the Initial Recognised Incentive has been calculated for a Beneficiary, included in the General Plan and/or the Special Plan, it will materialize through the granting by the Company of:

A Conditional Right to freely acquire, a number of shares in the Company (the "Number of Recognised Shares").

The Number of Recognised Shares will be the result of dividing in both Plans, the Initial Recognised Incentive in favour of a Beneficiary, by the weighted average listed price of the Company shares, at the end of the trading day, during the thirty stock exchange sessions preceding the Recognition Date ("Share Reference Value").

The Board of Directors, at the proposal of the Appointments and Remuneration Committee, will have the faculty to decide, prior to the beginning of each Vesting Period of the Plan, and depending on the percentage of the Company's free float, if the settlement of the Vested Share Incentive, consolidated by the Beneficiaries, is made in shares of the Company or, alternatively, in its cash equivalent or through a combination of shares and cash.

The Conditional Right previously referred to, that is recognized by the Company to a Beneficiary, in accordance with the Special Plan, or the General Plan, or their implementing regulations, is not cumulative or computable when determining the fixed and variable Remunerations, at short or long term, to be received by the Beneficiary, nor will it be treated as a vested right.

- 4th. **Requirements to Consolidate the Recognised Rights:** Both in the General Plan and the Special Plan, to Consolidate the Recognised Right, the relevant Vesting Period must have expired and, during the same, an employment relationship or commercial-employment relationship, as the case may be, must be held with the Company or any subsidiaries participating in the Plans. Furthermore, the Objective determined by the Board of Directors of the Company for the Consolidation of the Number of Recognised Shares in each Vesting Period must be met (usually three years, except for early settlement special circumstances).

5th. **Objectives to Consolidate the Recognised Right:** The criteria initially established as consolidation Objective in both Plans are described below:

- a. Share Consolidation Objective: 50% or 67% of Number of Recognised Shares, according to the General Plan or Special Plan, respectively.

Total Shareholder Return (TSR) and Comparative Profitability with other Companies (CP). The CP will compare the TSR of the Company with the TSR of companies that operate in the same or similar sector of activity (the "Reference Group").

- b. Share Consolidated Objective for the remaining 50% or 33% of Number of Recognised Shares according to the General Plan or Special Plan, respectively.

One or several internal criteria, of a financial or operating nature, referenced to the level of achievement of the objective during the Vesting period, when compared with the objective forecasts included in the Logista Group Business Plan.

The Company's Board of Directors, further to a proposal from the Appointments and Remuneration Commission, will be expressly entitled to determine, for each cycle under both Plans, both the Consolidation Objectives and the percentage figures for the Consolidation of the Recognised Initial Incentive.

6th. **Capital associated to the General and Special Plans:** Throughout the validity of the General and Special Plans, as well as of the 2014 General and Special Plans in Performance Shares, the maximum share capital of the Company that may be committed, in relation thereto, will be 2% of the Company's total share capital, upon approval of the 2017 Plans.

7th. **Origin of the shares to be given to the Beneficiaries.** The shares to be given to the Beneficiaries, both of the General Plan and the Special Plan, may be, prior to the fulfilment of the legal requirements for that purposes, (a) shares owned by the Company, acquired or that will be acquired by the Company or any company of the Logista Group; or (b) new issued shares.

**8th. Special Rules applicable to the Executive Directors and Senior Managers of the Logista Group**

*8.1 Refund of the Vested Share Incentive ("clawback" clause)*

For two years after the Settlement Date of the Special Plan, the Company, in the case of the Executive Directors, and the Company and the Participating Company to which the Senior Manager belongs, may require them and, if applicable, their heirs or successors, if the latter have received the Vested Share Incentive, due to the death of the Executive Director or Senior Manager while holding office, to refund up to 100 per cent of the Vested Share Incentive (either it has already been settled in Company shares, in cash, or through a combination of shares and cash) or even offset such refund against other remuneration items of any nature that the latter are entitled to receive, where any of the following circumstances are present:

- a) Where it comes to light that the settlement of the Vested Share Incentive has taken place on the basis, in whole or in part, of information that is subsequently shown to be manifestly false or seriously inaccurate.
- b) Where there are losses at the Group (negative EBIT) during the "clawback" period that are attributable to the management carried out by the Executive Director or Senior Manager in the Vesting Periods.
- c) Where there is a material restatement of the Group's financial statements, where so considered by the external auditors, except where it is appropriate in accordance with a change to the accounting legislation.
- d) Where the Executive Director or Senior Manager has been penalized for a serious breach of the Group's code of conduct and other internal regulations applicable to him or her, provided that the breach has adversely affected the image and reputation of it or has adversely affected the perception of the Group by the markets, clients, suppliers or regulations, among others.

The Board of Directors will, at the proposal of the Appointments and Remuneration Committee, determine, where appropriate, whether the

circumstances that trigger the application of this clause have arisen and the Vested Share Incentive that must be refunded to the Company or Participating Company.

*8.2 Period during which the shares transferred under the General Plan and the Special Plan must be held*

*8.2.1 Senior Managers*

Logista Group Senior Managers (except for Executive Directors) must hold and may not dispose of by any means, or give as collateral, the shares of the Company that have been transferred to them by the Company under this Special Plan, for a period of one year after the Transfer of the Shares.

*8.2.2 Company Executive Directors*

As long as they hold office, Executive Directors must hold and may not dispose of by any means, or give as collateral, the shares of the Company that have been transferred to them by the Company under this Special Plan, in an amount equal to twice their Annual Fixed Remuneration.

For these purposes, the value of the shares transferred will be determined by the Share Value at the Vesting Date, and Annual Fixed Remuneration will mean that which corresponds to the Executive Director on the Vesting Date.

The holding obligation referred to in this section is understood to be without prejudice to the shares of the Company that the Executive Directors and Senior Managers must dispose of to meet any kind of cost resulting from the Transfer of the shares of the Company.

- 4.2 To grant to the Company's CEO, Mr. Luis Egido Gálvez, and to the Secretary Director, Mr. Rafael de Juan López, an Initial Recognised Incentive, for the maximum foreseen under both Plans for Executive Directors, which will eventually entitle them to acquire, without consideration, the Number of Company Shares, or its equivalent in cash, or through a combination of shares and cash, if the Board of Directors make use of the power stated in above paragraph 4.1 3<sup>rd</sup> c), which, in either case, is applicable under both Plans, according to the requirements, conditions, Consolidation Objectives, and level of compliance of the Consolidation Objectives under both Plans, determined by the Board of Directors.

- 4.3 To empower the Board of Directors, with the broadest powers in law, and with an express power to replace these powers in favour of the Appointments and Remuneration Committee or the CEO – except, regarding the latter, for those related to Executive Directors-, as required to ensure the application, enforcement, implementation and interpretation of the 2017 General Plan and the 2017 Special Plan and, in particular, without limitations:
- (i) To approve any application and implementation rules;
  - (ii) To select the Beneficiaries of both Plans, in each of the years 2017, 2018 and 2019, or during the year(s) in which use is made of the authorization granted;
  - (iii) To determine the Objectives and Level of achievement thereof in each Vesting Period, on which Consolidation depends for a Recognised Incentive,
  - (iv) To carry out any action, statement or management before any entity or body or public or private registry, in order to obtain any authorisation or verification required for the implementation, execution or liquidation of the General Plan and the Special Plan, and the free delivery of shares of the Company;
  - (v) To negotiate, agree and subscribe any agreement of any type with financial entities or other type of entities, in the terms and with the conditions considered appropriate, required or convenient for the best implementation, execution or liquidation of the General Plan and the Special Plan, including, when appropriate considering the applicable legal regime to some Beneficiaries or companies of the Group or, if appropriate for legal, regulatory, operative or similar reasons, the establishment of any legal structure or to reach agreements with any kind of entities for the deposit, custody, care and administration of the shares of the Company, and/or its latter delivery to the Beneficiaries under both Plans.
  - (vi) To draft and publish the announcements considered appropriate or convenient.
  - (vii) To draft, subscribe, grant and, if appropriate, certify, any kind of documents relating with the Plans.
  - (viii) To adapt the content of both Plans to the circumstances and corporate transactions that may take place during its duration, booth referred to the Company or the Logista Group and to the companies' part of the Reference Group in each moment, under the terms and conditions considered appropriate or convenient in each moment to keep the purpose of both Plans;



- (ix) And, in general, to grant the private or public documents and carry out any action, adopt any decision and subscribe any agreement considered appropriate or merely convenient for the validity, enforceability, implantation, development, execution, liquidation and success of the General Plan and the Special Plan, and the resolutions previously adopted.

- 5.1 Amendment of the Executive Directors' Remuneration Policy, approved by the General Shareholders Meeting of February 17<sup>th</sup>, 2015, in accordance to the provisions of the "*Disposición Transitoria*" of Act 31/2014, of December 3<sup>rd</sup>, in order to include in their contractual conditions, the following provisions:

*A) Ex-post adjustments to variable remuneration ("clawback clause")*

During two years after the settlement and payment of the variable remuneration (both, short-term and medium- and long-term deferred), the Company may require its Executive Directors and, as the case may be, their successors in title, should these latter have received the variable remuneration due to the death, in his/her mandate, of the Executive Director, to refund up to 100 per cent of such variable remuneration or even to offset such refund against any other remuneration of any nature that they may be entitled to perceive, where any of the following circumstances are present:

- It comes to light that the settlement and payment of the variable remuneration has entirely or partly taken place on the basis of data whose falsity or inaccuracy was manifestly demonstrated later.
- There are losses at the Logista Group (negative EBIT) during the clawback period that are attributable to the management carried out by the Executive Directors in the Vesting Periods.
- There is a material restatement of the financial statements of the Logista Group, where so considered by the external auditors, unless it becomes appropriate due to a change in the accounting legislation.
- The Executive Directors have been penalized due to a serious breach of the code of conduct and other applicable internal regulations, where the breach has harmed the Company's image and reputation, or has harmed the perception of the Company by markets, clients, suppliers, or regulators, among others.

The Board of Directors, at the proposal of the Appointment and Remuneration

Committee, shall determine whether the circumstances that trigger the application of this clause have occurred and the amount of the variable remuneration, if any, that must be refunded to the Company.

*B) Obligation to hold Company shares transferred under the medium- and long-term deferred Variable Remuneration Plans*

As long as they hold office, Executive Directors must hold and may not dispose of by any means, or give as collateral, the shares of the Company that have been transferred to them by the Company, as a result of their participation in any medium- and long-term deferred variable remuneration plans until reaching a number of shares equal to twice their Annual Fixed Remuneration.

The foregoing shall not apply to shares that Executive Directors must sell, where appropriate, to defray the costs related to the settlement thereof.

- 5.2 Amendment of the Directors' Remuneration Policy, approved by the General Shareholders Meeting of February 17th, 2015, in accordance with the provisions of the Transitional Provision of Law 31/2014, of December 3<sup>rd</sup>, in order to establish the complete compatibility of the receipt of the fixed remuneration established in the said Policy for the Chairman of the Board of Directors and for the Chairman of the Appointments and Remuneration
6. Delegation on the Board of Directors of the necessary powers so that the Board of Directors or any of its members, including its Secretary, may interpret, complete, amend, develop, execute, formalise and register all the foregoing resolutions; and in particular correct any defect, omission or mistake, on grounds of substance or form, that may prevent its registration in the Commercial Registry.
7. Approve, on a consultative basis, the Annual Report on Remuneration of Directors of Compañía de Distribución Integral Logista Holdings, S.A., corresponding to the year 2015-2016.