Proposed implementation of a new Long-Term Incentive Plan consisting of the award of shares to Company managers (including the Executive Officer ("CEO"))

The Nomination and Remuneration Committee of the Board of Directors of DIA proposes, for approval by the Board of Directors and, as the case may be, at the Company's Annual General Meeting, the establishment of a Long-Term Incentive Plan for the period 2018-2022 (the "**Incentive Plan**" or the "**Plan**"), payable by means of the award of DIA shares. This proposal is based on the report prepared by the Nomination and Remuneration Committee, in accordance with the following terms:

EXPLANATORY REPORT BY THE NOMINATIONS AND REMUNERATIONS COMMITTEE ON THE LONG-TERM INCENTIVE PLAN 2018-2022

1. Rationale of the Plan

Based on the experience gained from the medium- and long-term incentive plans previously implemented at DIA, feedback from investors and advice from external advisors, DIA's Nomination and Remuneration Committee ("NRC") intends to propose to the Board of Directors, for subsequent presentation and approval, as the case may be, at the Company's Annual General Meeting, a new long-term incentive plan, thereby giving continuity to the Company's long-term incentive policy.

The new long-term incentive plan covers the period 2018-2022 (the "Incentive Plan 2018-2022" or the "Plan") and is applicable to the Executive Officer and the Company's management team.

The existence of a policy of successive plans overlapping over time is an effective instrument, as it promotes a constant, beneficial drive towards the long-term achievement of the Company's strategic objectives and of the need to create value for shareholders.

The Incentive Plan 2018-2022 pursues the following objectives:

- To align the compensation of management with the interests of the Company and its shareholders.
- To serve as an incentive for achieving results and the strategic objectives of the Company for the period 2018-2022.
- To attract and retain key performance contributors.
- To build management's participation in the equity of the Company.

The NRC, pursuant to its authority, continually analyzes and revises the remuneration policy for the Executive Officer and senior managers of the Company, in order to adapt it to the best practices and recommendations made by the institutional investors, proposing to the Board of Directors the necessary modifications and improvements to that policy.

Taking into account the experience in previous incentive plans and following market recommendations, and in order to further adapt the Company's remuneration policy to market trends, the N&R Committee has considered it advisable to implement a new Plan that differs somewhat from the previously-implemented plans.

- The new Plan entails three (3) annual allocations: 2018, 2019 and 2020.
- The new Incentive Plan 2018-2022 will have a term of five (5) years, divided into three (3) independent cycles ("Cycle" or "Cycles") of three (3) years each:
    - First cycle of the Plan: from January 1, 2018 through December 31, 2020 ("First Cycle of the Plan").
    - Second cycle of the Plan: from January 1, 2019 through December 31, 2021 ("Second Cycle of the Plan").
    - Third cycle of the Plan: from January 1, 2020 through December 31, 2022 ("Third Cycle of the Plan").

- At the beginning of each cycle, a number of restricted stock units ("RSUs") will be assigned, which will serve as a basis for determining the number of DIA shares to be awarded to each participant at the end of the cycle in question, provided that the targets set for that cycle are met.

- The Board of Directors, at the proposal of the Nomination and Remuneration Committee, will establish the targets on which delivery of the shares in each Plan Cycle will depend. Among others, the targets may be linked with operating metrics in respect of return on investment ("Group Return On Investment" or "ROI"), sales growth ("Group Sales Evolution" or "SE") and shareholder returns ("Total Shareholder Return" or "TSR"), measured relative to those of a peer group.

- Under the new Plan, the initial allocations will be determined so that, for 2018-2022, the award levels will be the same as those that would have applied had the timing structure of earlier plans remained in place.

- The Plan includes the corresponding malus clauses, which will apply both throughout the duration of each Plan Cycle and in the period between the end of each Cycle until the effective delivery of the shares, and a clawback clause, which will apply during the three years following the end of each Plan Cycle. Under these clauses, the shares to be awarded may be reduced or returned in certain circumstances, as established by the Board of Directors at any given time.

- As with the previous Incentive Plan 2016-2018, the new Plan establishes the obligation for the CEO and members of the Executive Committee to retain shares received under the Plan, thereby bringing the Plan into line with national and international good governance recommendations.

The fundamentals and the analysis carried out by the NRC of the main aspects of the Plan are as follows.

2. Fundamentals and analysis

2.1 Plan duration and Cycles

The NRC has developed the proposed Incentive Plan 2018-2022 in order to reward the successful implementation of the Company's strategy and the creation of value for shareholders over a period of time, in accordance with the Company's strategic objectives.

The new Incentive Plan is structured into three Cycles of three (3) years each. During 2018, 2019 and 2020, the Company may assign a certain number of shares to the Plan beneficiaries, which will be delivered at the end of each Plan Cycle, provided that the corresponding requirements are met.

By implementing a Plan comprising three overlapping Cycles, the Company adjusts its practices to those followed by market peers. Moreover, it ensures that the strategic objectives are even more closely aligned with the Company's situation at any given time. Accordingly, in 2018, 2019 and 2020, shares may be awarded based on the targets that the Company considers, each year, to be most in line with the Company's interest.

Bearing in mind the foregoing, the NCR proposes to the Board of Directors that, in each Plan Cycle, the Board establish the targets, adjustment factors and floors and ceilings to which the award of shares will be subject during each Cycle.

The determination of the most appropriate metrics in this type of plan is undoubtedly an important task of the NRC, considering the impact on the fulfillment of the Company's strategic objectives.

The metrics selected for the First Cycle of the Plan and the justification for that selection are summarized below: Each year, the NCR will analyze the suitability of maintaining or modifying the targets in the subsequent cycles, submitting annual proposals to the Board of Directors on either maintaining the targets or setting new ones. This will be duly disclosed in the annual report on directors' remuneration.

The metrics selected for the First Cycle of the Plan are as follows.

2.2 Metrics

In order to propose the metrics of the new Plan, the NRC has reviewed the incentive and compensation practices of other listed companies in Spain as well as of international food retail groups and the recommendations of the market and of institutional investors.

After analyzing the market[1], the NRC has taken into account the following recommendations, among others, when establishing the Plan's metrics:

- Where operational measurements are used, they would generally be expected to: (i) include, subject to business strategy, one or more variables relating to overall business volume or growth; (ii) include one or more variables relating to business efficiency or profitability; and (iii) avoid the risk of providing an implicit incentive to take undue operational or financial risks or, in particular, to adopt an unduly risky capital structure.

- Multiple criteria may be chosen, providing the criteria are sufficiently stringent. Such criteria may relate to share trends (share price, TSR) and to the overall medium and long-term objectives set in the strategic plan.

- Measuring a company's performance through multiple metrics provides a more complete picture of the company's performance than using a single metric. Moreover, multiple metrics are more difficult to manipulate. The NRC recommends using parameters that entail a challenge and motivate executives to strive to achieve exceptional results.

- The metrics used to measure the Company's performance must be fully disclosed, quantified, and long-term, and, preferably, should be assessed on a relative basis.

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[1] The NRC's analysis of market recommendations was based, among others, on the guidelines issued by the following institutions: ETHOS, ERAFP, Glass Lewis & Co., ISS and The Investment Association. The NRC also studied the long-term incentives implemented in DIA's international peer group.

In view of all of the above, and following the NCR's analysis of the Company's current situation after a period of mergers with and acquisitions of other companies over the last years, the NRC has considered that the new Incentive Plan is correctly aligned with the Company's strategic plan through the use of two operating metrics, which the NCR considers as the most appropriate measures on which the obtainment of the incentive should depend.

The two operating metrics selected by the NCR for the First Cycle of the new Incentive Plan 2018-2022 are as follows:

- The "Group Return On Investment" (ROI) for the First Cycle (2018-2020).
- The "Group Sales Evolution" (SE) for the First Cycle (2018-2020).

For these purposes, the DIA Group is deemed to comprise the Company and its subsidiaries.

The NRC considers that these operating metrics are a solid indicator of the efficiency of capital use of the DIA Group and organic growth. The first metric measures the returns generated for shareholders and the efficiency of capital use, while the second metric focuses on growth in sales as a key parameter underlying the DIA Group's business performance over the medium and long term. Both metrics are measured in organic terms, that is, without taking into account possible differences caused by mergers, acquisitions or other corporate transactions. The targets have been defined at a constant exchange rate.

Each of the metrics selected is described below:

2.2.1 Group Return On Investment (ROI)

Group Return On Investment (ROI) is a parameter for measuring the efficiency of capital use of the DIA Group.

Return on Investment measures the returns generated for shareholders and measures the efficiency of capital use. DIA has posted in the past a ROI which is significantly above its peers average.

The competitive landscape is constantly changing and becoming more challenging, especially in the Iberian market, where the DIA Group generates most of its results, with a significant increase in the capital expenditure programs of some peers in Spain. As a consequence, the NCR wants to make sure that DIA Group keeps sufficient flexibility in the use of capital expenditure, and as a consequence has decided to substitute the metric of CFO ("Cash From Operations" or EBITDA less CAPEX) used in the past, with a return based metric such as ROI as a metric of the First Cycle of the Plan.

The ROI is calculated as Adjusted EBITDAR / Average invested capital of year 2020, the last year of the First Cycle of the Plan.

Adjusted EBITDAR is equal to Adjusted EBIT + D&A + Rents.

Average invested capital is the sum of Average total asset excluding cash and cash equivalents, Average accumulated D&A and Impairment, Rents x 5, minus Average Trade an other payables, minus Average Other currents liabilities.

Accumulated D&A and Impairment, Financial Net Debt, Equity, Provisions and Deferred tax liabilities are therefore excluded from the ROI calculation.

Rents are capitalized multiplying by 5 times the annual rents (using Moody's methodology).

The NRC has decided that the ROI shall represent one-third of the final number of shares to be awarded under the First Cycle of the Plan.

The NRC has considered it appropriate to include an operating metric based on the efficiency of capital use of the DIA Group, after having studied the metrics used in the long-term incentive plans of other international groups in the food industry.

This metric has been regularly presented to investors in the last FY Results, so it is a metric that has been followed on a consistent basis.

Considering that our expected ROI for 2018 is substantially above that of our peers (less than 12%), the NRC has proposed the scale of degree of achievement of ROI applicable at the end of the First Cycle of the Plan, taking as reference the following:

Level	ROI	Degree of achievement of the Incentive
Minimum	17.1%	70%
Target	18.1%	100%
Outperformance	19.1%	125%

- A minimum requirement level is determined below which no incentive will be generated linked with this metric.
- A target amount of the ROI corresponding to a degree of achievement of 100% is determined.
- A maximum "outperformance" level is determined, in order to motivate beneficiaries and provide incentives for the achievement of exceptional results.

Any degree of achievement falling between the intermediate ranges indicated will be calculated through linear interpolation.

2.2.2 Group Sales Evolution (SE)

The NRC has considered it appropriate to include an operating metric based on the Group's sales growth, given that it constitutes a relevant indicator in the food industry and for the DIA Group.

Group Sales Evolution (SE) is a parameter for measuring the DIA Group's organic sales growth, without taking into account possible differences caused by mergers, acquisitions or other corporate transactions. The NRC has elected to include this operating metric given that it is a solid indicator of the management of internal resources for increasing profits.

The NRC has decided that SE shall represent one-third of the final number of shares to be awarded.

The NRC has established the following degree of achievement of SE, derived from the consolidated financial statements relating to the First Cycle of the Plan, according to the following scale:

Level	SE (%)	Degree of achievement of the Incentive
Minimum	3.5%	70%
Target	6.5%	100%
Outperformance	9.5%	125%

- A minimum requirement level is determined below which no incentive will be generated linked with this metric.

- A target amount of the SE corresponding to a degree of achievement of 100% is determined.

- A maximum "outperformance" level is determined, in order to motivate beneficiaries and provide incentives for the achievement of exceptional results.

Any degree of achievement falling between the intermediate ranges indicated will be calculated through linear interpolation.

The setting of the corresponding targets, and minimum and "outperformance" levels of each objective will be duly communicated to the market, and will be included in detail in the corresponding annual report on directors' remuneration of each year.

2.2.3 DIA Annual Total Shareholder Return measured in Relative Terms ("Relative DIA Annual TSR")

The NRC considers it appropriate to include an external metric that links the remuneration of executives with changes in the long-term value of the Company's shares. The NRC has reached the conclusion that the most appropriate external metric is Relative DIA Annual TSR. The NRC has decided that this metric shall represent one-third of the final number of shares to be awarded.

To comply with market recommendations, the NRC has decided to introduce a metric whose achievement is measured on relative terms in comparison to the peer group.

For these purposes, and following the relevant detailed analysis, the NRC proposes that the peer group be made up of the following companies: Ahold-Delhaize, Tesco, Carrefour, Jeronimo Martins, Cencosud, Colruyt, J Sainsbury, ICA, Casino and Sonae. The NRC considers that, taking into account the size, activity, geographical location and profile of the selected companies, they represent a good benchmark for determining the performance of the DIA TSR relative to a peer group. In any event, and based on the circumstances of both DIA and the companies included in such group, the Board of Directors may modify the composition of the peer group as a result of corporate transactions that entail changes to or the disappearance of those companies or of any other event that makes such modification advisable in the opinion of the Board of Directors.

For the purposes of measuring the TSR performance corresponding to the First Cycle of the Plan, the calculation will use the weighted average by daily volume of the weighted average price of DIA shares and of the shares of the peer group companies in the 15 trading sessions prior to the date of the Board of Directors' approval of the call to the Annual General Meeting that is to approve, as the case may be, the Plan (i.e., before March 15th, 2018), as well as the weighted average by daily volume of the weighted average price of DIA shares and of the shares of the peer group companies in the 15 trading sessions following the date of publication of the earnings for 2020.

For the remaining two Cycles of the Plan, the initial reference value of the shares will be the weighted average by daily volume of the weighted average price of DIA shares and of the shares of the peer group companies in the 15 trading sessions prior to the date the Board of Directors authorizes for issue the consolidated financial statements corresponding to the year immediately preceding the start year of the corresponding Cycle. The final reference value will be the weighted average by daily volume of the weighted average price of DIA shares and of the shares of the peer group companies in the 15 trading sessions following the date of publication of earnings for 2021 and 2022 for the Second and Third Cycle of the Plan.

The degree of achievement of the Relative DIA Annual TSR will be established having regard to the position DIA holds in the peer group ranking, in accordance with the following scale:

Level	Relative DIA Annual TSR (position of the DIA Annual TSR in the peer group ranking)	DIA Group's place in the peer group ranking	Relative DIA Annual TSR
Minimum	Median (50^{th} percentile)	6^{th}	70%
Target	75^{th} percentile	3^{rd}	100%
Outperformance	90^{th} percentile	1^{st}	125%

According to the preceding table:

- Bearing in mind that the DIA Group forms part of the peer group made up of the 10 companies, there are a total of 11 companies in the ranking. DIA's minimum performance level (median) is the sixth place, its target performance level (75^{th} percentile) is third and its outperformance level (90^{th} percentile) is the first in the ranking.

- For percentiles lower than the median, the degree of achievement will be 0%. For percentiles over 90, the degree of achievement will be 125%.

- Any degree of achievement falling between the intermediate ranges indicated will be calculated through linear interpolation.

Lastly, the NRC considers it advisable to include a correction factor according to which, for percentiles equal to or greater than the median, if the absolute value of the DIA Annual TSR is negative, the Relative DIA Annual TSR will be 50%, regardless of the degree of achievement that may arise from the preceding table.

2.3 Key target of the First Cycle of the Plan

The NRC considers it necessary to include a condition *sine qua non* for the beneficiaries to be entitled to receive shares under the First Cycle of the Plan.

With respect to the First Cycle of the Plan, the NRC proposes that the DIA Group must obtain accumulated Adjusted EBITDA in 2018, 2019 and 2020, of at least 85% of the budgeted EBITDA for that period (2018, 2019 and 2020).

If this minimum percentage of 85% of budgeted EBITDA is not reached, no shares will be delivered to the Beneficiaries under the First Cycle of the Plan, irrespective of the degree of achievement of the related targets.

This condition guarantees that shares will not be delivered if the minimum EBITDA target is not met during the First Cycle of the Plan.

The NRC considers that the shareholders will welcome this requirement, as it ensures that the Plan beneficiaries can receive the shares that arise under the First Cycle of the Plan.

In each of the Cycles of the Plan, the Board of Directors must analyze the advisability of including a key target on which the delivery of the shares depends.

2.4 Delivery of the shares

Except in cases of early payment of the Plan, the shares will be delivered to the beneficiaries on the following delivery dates ("Delivery Dates"):

- First Cycle of the Plan: The shares corresponding to the First Cycle of the Plan will be delivered in April 2021 (50% of the shares) and January 2022 (50% of the shares).
- Second Cycle of the Plan: The shares corresponding to the Second Cycle of the Plan will be delivered in April 2022 (50% of the shares) and January 2023 (50% of the shares).
- Third Cycle of the Plan: The shares corresponding to the Third Cycle of the Plan (50% of the shares) in April 2023 (50% of the shares) and January 2024 (50% of the shares).

2.5 Beneficiaries

The 2018-2020 Incentive Plan is aimed at the following people: Chief Executive Office ("CEO"), Chief Corporate Officer ("CCO"), members of the Executive

Committee, managers with D status ("Ds") and key staff designated by the Company (up to a maximum of 215 people).

2.6 Early payment under the Plan

The Plan will include the possibility of early payment in cases of a change of control or certain cases of termination of the employment or independent contractor relationship between the beneficiary and the Company ("good leaver").

2.7 Malus and clawback clause and maintenance of shares

The Plan includes the corresponding malus clauses, which will apply both throughout the duration of each Plan Cycle and in the period between the end of each Cycle until the effective delivery of the shares, and a clawback clause, which will apply during the three years following the end of each Plan Cycle. Under these clauses, the shares to be awarded may be reduced or returned in certain circumstances, as established by the Board of Directors at any given time.

The CEO and the members of the Executive Committee of the DIA Group must retain all of the Shares they receive under the Plan or under any other long-term incentive plans implemented by DIA or that it may implement in the future, until they own a number of shares equal to twice their fixed remuneration, in the case of the CEO, or equal to their fixed remuneration, in the case of the members of the Executive Committee of the DIA Group. The CEO and the members of the Executive Committee of the DIA Group must retain ownership of those shares until the end of their employment or independent contractor relationship with the Company. The foregoing will not apply to any shares the CEO and the members of the Executive Committee of the DIA Group may need to dispose of in order to pay the costs and taxes relating to their acquisition.

2.8 Effects for shareholders

The number of DIA shares to be delivered pursuant to the Plan in the event of outperformance of operating targets and maximum achievement of TSR is 24,394,852 for all of the Plan beneficiaries.

The value of the total incentive to be granted to the beneficiaries pursuant to the new Plan on an annual grant basis will not exceed, over a five-year time horizon, the value of the incentive that would have been granted to the beneficiaries had the approval of incentive plans every two years been maintained, as was the case with the 2014-2016 and 2016-2018 Plans. In this way, the NRC guarantees that the grant of RSUs over three consecutive years does not entail an increase in the value of the total incentive allocated to the beneficiaries with respect to the practice previously followed by the Company.

It is not the Company's intention to issue new shares, but rather it will use current treasury stock or treasury stock acquired in the future in order to award shares to participants under this Plan.

The NRC considers that the impact of the Plan on shareholders is reasonable and consistent with the customary percentages for this type of plan at other listed companies.

In view of the foregoing, the NRC proposes to the Board of Directors, for approval at the Annual General Meeting, the following resolution in relation to the 2018-2020 Incentive Plan:

PROPOSED RESOLUTION REGARDING ITEM SEVEN ON THE AGENDA. APPROVAL OF THE LONG-TERM INCENTIVE PLAN (2018-2022) CONSISTING OF THE AWARD OF SHARES TO COMPANY MANAGERS (INCLUDING THE EXECUTIVE OFFICER)

The proposal is to approve, pursuant to article 219 of the revised Corporate Enterprises Law, approved by Legislative Royal Decree 1/2010, of July 2, 2010, and to article 39.4 of the bylaws, the establishment of a Long-Term Incentive Plan for the period 2018-2022 (the "**Incentive Plan**" or the "**Plan**"), payable by means of the award of DIA shares, which has been approved by the Board of Directors of DIA following a proposal by the Nomination and Remuneration Committee, on the following terms:

Aim and description**:** the principal aim of the Plan is to align the interests of the beneficiaries with those of DIA's shareholders and to provide the beneficiaries with an incentive for the achievement of the Company's strategic objectives for the 2018-2022 period.

The Plan is a long-term incentive consisting of the possibility of the beneficiaries receiving a specific number of Company shares ("**Shares**") after a set period time has elapsed and provided that certain requirements are met.

The application and execution of the Plan is regulated by the general terms and conditions approved by the Board of Directors of the Company, at the proposal of the Nomination and Remuneration Committee.

Length of the Plan, dates and periods**:** Without prejudice to its payment period, the Plan has a term of five (5) years, divided into three (3) independent cycles ("**Cycles**"), with a measurement period of three (3) years for each Cycle. The three Cycles of the Plan are as follows:

- First cycle of the Plan: from January 1, 2018 through December 31, 2020 ("**First cycle of the Plan**").
- Second cycle of the Plan: from January 1, 2019 through December 31, 2021 ("**Second cycle of the Plan**").
- Third cycle of the Plan: from January 1, 2020 through December 31, 2022 ("**Third cycle of the Plan**").

The payment period for the Plan will cover years 2021, 2022, 2023 and 2024.

Save in cases of early payment of the Plan, the Shares will be delivered to the beneficiaries on the following delivery dates ("**Delivery Dates**"):

- First Cycle of the Plan: the Shares corresponding to the First Cycle of the Plan will be delivered in April 2021 (50% of the Shares) and January 2022 (50% of the Shares).

- Second cycle of the Plan: the Shares corresponding to the Second cycle of the Plan will be delivered in April 2022 (50% of the Shares) and January 2023 (50% of the Shares).

- Third Cycle of the Plan: the Shares corresponding to the Third Cycle of the Plan (50% of the Shares) and January 2023 (50% of the Shares) and January 2024 (50% of the Shares).

The Plan will end on the last Delivery Date corresponding to the Third Cycle of the Plan, that is, in January 2024.

***Objectives of the Plan*: ** The Board of Directors, at the proposal of the Nomination and Remuneration Committee, will establish the objectives on which the delivery of Shares under each Cycle of the Plan will depend.

The delivery of Shares under the First Cycle of the Plan will depend on the fulfilment of a series of business targets of the Company and of its Group, linked to the performance of "Group Return on Investment" and "Group Sales Evolution" resulting from the consolidated financial statements corresponding to the period 2018-2020 and the performance of the Company's Total Shareholder Return (TSR) during the period 2018-2020, compared to the TSR performance of a peer comparison group. The beneficiaries must maintain their employment or independent contractor relationship with DIA, or any of its subsidiaries, on the dates established in the Plan in order to be able to receive the Shares. In the event of termination of the relationship held by the beneficiaries of the Plan with DIA, or with any of its subsidiaries, they will forfeit the right to receive shares under the Plan, save in certain cases that may be established by the Board of Directors.

For the purposes of measuring the TSR performance corresponding to the First Cycle of the Plan, the weighted average by daily volume of the weighted average prices of the DIA share and of the shares of the companies in the comparison group in the 15 trading sessions prior to the date of the Board of Directors' approval of the call for the Annual General Meeting that is to approve, as the case may be, the Plan (i.e., before March 15, 2018), as well as the weighted average by daily volume of the weighted average prices of the DIA share and of the shares of the companies in the comparison group in the 15 trading sessions following the date of publication of the income/loss for 2020.

For the remaining two Cycles of the Plan, the initial reference value of the Share will be the weighted average by daily volume of the weighted average prices of the DIA share and of the shares of the companies in the comparison group in the 15 trading sessions prior to the date of preparation by the Board of Directors of the consolidated financial statements corresponding to the year immediately preceding the start year of the corresponding Cycle, and the final reference value will be the weighted average by daily volume of the weighted average prices of the DIA share and of the shares of the companies in the comparison group in the 15 trading sessions following the date of publication of the income/loss for 2021 and 2022 for the Second and Third Cycle of the Plan.

For the Second and Third Cycle of the Plan, the Board of Directors, at the proposal of the Nomination and Remuneration Committee, may establish other objectives on which the delivery of Shares to the beneficiaries of the Plan will depend, full details of which will be contained in the relevant Annual report on Directors' Remuneration.

Beneficiaries**:** The CEO, senior managers and other key employees of DIA and of its subsidiaries, both present and future, chosen by the Board of Directors who meet the requirements stipulated in the general terms and conditions of the Plan and who are formally invited to participate in each Cycle of the Plan. It is estimated that this group comprises approximately 215 people. The Board of Directors, following a proposal by the Nomination and Remuneration Committee, may decide in the future to include other employees as beneficiaries of the Plan.

Maximum number of shares allocated to the Plan**:** The maximum total number of Shares to be awarded to all beneficiaries of the Plan (including executive directors) will amount to 24,394,852 Shares (a number of Shares which will be subject, if necessary, to the usual adjustments in the event of changes to the Company's capital structure, such as changes in the par value of the share, and will be reduced by the related taxes or withholdings). The CEO may receive in 2018, 2019 and 2020, initial dates of each of the Cycles of the Plan, a maximum allocation of rights corresponding to 592,105 Shares in each of said years, the delivery of which will occur in the dates set forth above.

The reference value of the Share for the First Cycle of the Plan will be the weighted average by daily volume of the weighted average prices of the DIA share in the 15 trading sessions prior to March 15, 2018, the date of the Board of Directors' approval of the call for the Annual General Meeting that is to approve, as the case may be, the Plan.

For the remaining two Cycles of the Plan, the reference value of the Share will be the weighted average by daily volume of the weighted average prices of the DIA share in the 15 trading sessions prior to the date of preparation by the Board of Directors of the Company of the consolidated financial statements corresponding to the year immediately preceding the start year of the corresponding Cycle.

The price of any Shares to be delivered under the Plan will correspond to the closing market price on each one of the corresponding Delivery Dates.

***Other terms*:**

- The Board of Directors, at the proposal of the Nomination and Remuneration Committee, will determine the indicators, and the degree of achievement, on which the delivery of shares to the beneficiaries in each Cycle of the Plan will depend.

- The Shares that may be received by the beneficiaries under the Plan will only be delivered if sustainable in accordance with the Company's situation, and if justified on the basis of its results.

- The Plan includes the corresponding malus clauses, which will apply both during each Cycle of the Plan and in the period elapsed between the end of each Cycle and the effective delivery of the Shares, and clawback clauses, which will apply for the three years following the end of each Plan Cycle and may cause the Shares to be delivered to be reduced or returned in certain circumstances, in accordance with what is established by the Board of Directors from time to time.

- The CEO and the members of the Executive Committee of the DIA Group must hold all of the Shares they receive under the Plan or any other long-term incentive plans implemented by DIA or that it may implement in the future until they own a number of Shares equal to twice their fixed remuneration, in the case of the CEO, or once their fixed remuneration, in the case of the members of the Executive Committee of the DIA Group. The CEO and the members of the Executive Committee of the DIA Group must retain the ownership of those Shares until the end of their employment or independent contractor relationship with the Company. The foregoing will not apply to any Shares the CEO and the members of the CEGD may need to dispose of in order to pay the costs and taxes relating to their acquisition.

- If necessary or appropriate for statutory, regulatory or other analogous reasons, the stipulated award mechanisms may be adjusted, without altering the maximum amounts of the Plan or the essential terms on which the award depends.

- The Shares to be awarded will be Company shares and may be newly issued or obtained from third parties with whom agreements have been executed in order to ensure coverage of the commitments given under the Plan.

***Delegation of powers*:** Those present agreed to empower the Board of Directors, with express powers of substitution and delegation, so that it may implement, develop, execute, perform and pay out the Plan, by adopting all such resolutions and executing all such public or private documents as may be necessary or appropriate for its full effect, including powers to correct, rectify, amend or supplement this resolution and, in particular and without limitation, the following powers:

a. to designate the beneficiaries, either upon the establishment of the Plan or thereafter, and to determine their allotments in each Cycle of the Plan, to establish any additional conditions to be met by some or all of the beneficiaries and to revoke, as the case may be and where appropriate, designations and allotments previously made;

b. where so required or advisable according to the legal regime applicable to the beneficiaries or to certain Group companies, or if necessary or appropriate for statutory, regulatory, operating or other analogous reasons, to adapt the basic conditions indicated, in general or in particular, including, but not limited to, the possibility of adapting the mechanisms for delivery of the Shares, without altering the maximum number of Shares linked to the Plan and to provide for and execute the total or partial payment of the Plan in cash.

c. to set the terms and conditions of the Plan where not stipulated in this resolution, in particular and without limitation, to stipulate the indicators, the objectives and the related coefficients on which the award of shares in each Cycle will depend, including, inter alia, cases in which the Plan is paid out early, and to declare compliance with the terms on which, as the case may be, such early payment depends;

d. to bring the contents of the Plan into line with the corporate circumstances and transactions arising during its term, referred to DIA and the companies that are part of the peer group at all times, on the terms and conditions deemed necessary or appropriate from time to time in order to maintain the purpose of the Plan. Specifically, to modify the composition of the peer group of companies as a result of corporate transactions that represent changes or disappearances of those companies, and to establish and adjust the corresponding metrics and the respective scales of achievement of the targets in accordance with the situation of the Company from time to time;

e. to execute and implement the Plan as deemed most appropriate, taking all necessary actions for its optimum performance;

f. to draft, sign and serve all notices and all public or private documents as are necessary or appropriate, on any public or private body, for the implementation and performance of the Plan;

g. to take any action, make any statement or take any step vis-à-vis any public or private body, entity or registry with a view to obtaining such authorization or verification as is necessary for the implementation and performance of the Plan;

h. to designate, if appropriate, the banking institution or institutions which is/are to provide services to the Company in connection with the execution and management of the Plan and to negotiate, stipulate and execute the related contracts with the banking institution or institutions thus selected, as well as any other appropriate contracts or agreements with any other entities and, as the case may be, with the beneficiaries, for the performance of the Plan, on such terms and conditions as it deems suitable;

i. to evaluate the degree of performance of the objectives linked to the performance of the Plan and to pay it out, for which it may obtain, if necessary, advice from an independent expert; and

j. in general, to take as many steps and execute as many documents as are necessary or appropriate for the validity, enforceability, implementation, development, performance, payment and success of the Plan.

For the purposes of clarification, it is hereby stated that the Plan thus approved will be deemed to have been resolved and granted as an acknowledgement of the managerial duties of the beneficiaries (including the executive directors of DIA or those with powers delegated by the Board of DIA, pursuant to article 39.3 of its bylaws) and its benefits are therefore independent and unconnected with the annual compensation payable to members of the Board of Directors for their position as such.