

Private and Confidential

Coordinator Fee Letter

20 April 2016

Groupe FNAC
9 rue des Bâteaux-Lavoisirs
94200 Ivry-sur-Seine
France
For the attention of: Matthieu Malige

Re: EUR 1,350,000,000 Facilities – Coordinator Fee Letter

Ladies and Gentlemen:

Reference is made to our commitment letter to you dated the date hereof relating to a revolving credit facility in an aggregate principal amount of €400,000,000 (the “**Revolving Facility**”), a bridge to capital markets facility in an aggregate principal amount of €950,000,000 (the “**Bridge Facility**” and together with the Revolving Facility, the “**Committed Facilities**”) and an uncommitted term loan facility in an aggregate principal amount of €300,000,000 (the “**Term Facility**” and together with the Committed Facilities, the “**Facilities**”) (the “**Commitment Letter**”). This is the Coordinator Fee Letter under and as defined in the Commitment Letter. Unless a contrary indication appears, a term defined in the Commitment Letter (including the Facilities Agreement annexed thereto) has the same meaning when used in this Coordinator Fee Letter.

Subject to the terms and conditions set forth in the Commitment Letter, the Coordinators and the Mandated Lead Arrangers have committed to arrange and manage the primary syndication of the Facilities, and the Underwriters have committed to underwrite the Committed Facilities. This Coordinator Fee Letter will supplement the Commitment Letter by setting forth the arrangements relating to compensation for certain services rendered and to be rendered by Crédit Agricole Corporate and Investment Bank, Natixis and Société Générale (acting through its corporate and investment banking division) as Coordinators, Bookrunners, Mandated Lead Arrangers and Underwriters in respect of the Facilities (as applicable). Our commitments in respect of the Committed Facilities and our commitments to act as Coordinators, Bookrunners, Mandated Lead Arrangers and Underwriters with respect to the Facilities (as applicable) are subject to your acceptance and return of this Coordinator Fee Letter concurrently with the Commitment Letter.

Handwritten initials and marks: GB, AS, SD, TA, and a signature.

1. Fees

You hereby agree to pay (or cause to be paid) the following non-refundable amounts (each fee, except as specifically provided below, being in addition to and not creditable against any other fees payable to the Banks and/or any of their Affiliates (including, without limitation, any fees payable pursuant to any other agreements or for acting in any other capacities)), each of which fees shall be retained and/or distributed by each Coordinator in such manner as it determines in its sole discretion:

- (a) a coordination, underwriting and structuring fee in respect of the Revolving Facility in an aggregate amount equal to €7,400,000, such amount to be for the account of the Coordinators *pro rata* (the “**RCF Upfront Fee**”);
- (b) a coordination, underwriting and structuring fee in respect of the Bridge Facility in an aggregate amount equal to €16,625,000, such amount to be for the account of the Coordinators *pro rata* (the “**Bridge Facility Upfront Fee**”); and
- (c) a coordination and structuring fee in respect of the Term Facility in an aggregate amount up to €5,550,000 (assuming Term Facility commitments of €300,000,000 and to be reduced *pro rata* to any reduction in Term Facility commitments obtained), such amount to be for the account of the Coordinators *pro rata* (the “**Term Facility Upfront Fee**” and together with the RCF Upfront Fee and the Bridge Facility Upfront Fee, the “**Upfront Fees**”), it being agreed that any amount of the Bridge Facility Upfront Fee (other than any amount of the Bridge Facility Upfront Fee constituting underwriting fees to be retained by the Underwriters in their sole discretion) which is paid in respect of Bridge Facility commitments that are replaced and/or repaid (as applicable) with Term Facility commitments shall be credited towards the payment of the Term Facility Upfront Fee in respect of such Term Facility commitments,

in each case to the extent due and payable as set out below.

Payment of the Upfront Fees shall be made in accordance with paragraph 6 (*Payments*) of the Commitment Letter and shall be due and payable on the following dates:

- (a) with respect to the RCF Upfront Fee:
 - (i) 1/3 of the RCF Upfront Fee shall be due and payable on the Signing Date; and
 - (ii) 2/3 of the RCF Upfront Fee shall be due and payable on the Acquisition Completion Date (if it occurs);
- (b) with respect to the Bridge Facility Upfront Fee:
 - (i) 25 per cent. of the Bridge Facility Upfront Fee shall be due and payable on the Signing Date;

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- (ii) 30 per cent. of the Bridge Facility Upfront Fee shall be due and payable on the Acquisition Completion Date (if it occurs); and
 - (iii) 45 per cent. of the Bridge Facility Upfront Fee shall be due and payable on the first utilisation date of the Bridge Facility (if it occurs); and
- (c) with respect to the Term Facility Upfront Fee:
- (i) 1/3 of the Term Facility Upfront Fee (or 2/3 of the Term Facility Upfront Fee to the extent the Acquisition Completion Date occurs prior to the Term Facility Syndication Date (as defined below)) shall be due and payable on the date of completion of Syndication in respect of the Term Facility (the “**Term Facility Syndication Date**”);
 - (ii) 1/3 of the Term Facility Upfront Fee shall be due and payable on the Acquisition Completion Date (if it occurs but only to the extent it occurs after the Term Facility Syndication Date); and
 - (iii) 1/3 of the Term Facility Upfront Fee shall be due and payable on the first utilisation date of the Term Facility (if it occurs).

2. Common Provisions


This letter (including the agreement constituted by your acknowledgement of its terms and any contractual obligation arising out of or in connection with this letter) is governed by French law. The Commercial Court of Paris (*Tribunal de Commerce de Paris*) has exclusive jurisdiction to settle any dispute arising out of or in connection with this letter.

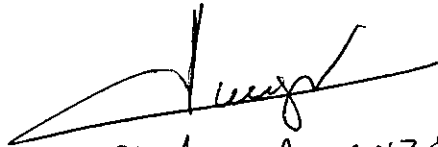
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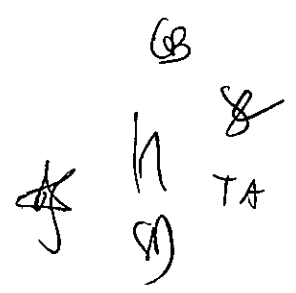
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Very truly yours,

Crédit Agricole Corporate and Investment Bank


By: _____
Name: Didier Gauthier
Title: Senior banker


Stéphane Decroizat
Managing Director


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Natixis

By: _____

Name:

Title:

J. Lavette
[Signature]

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Société Générale (acting through its corporate and investment banking division)

By: G. Barreault
Name: G. BARREAUULT
Title: Director

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SD

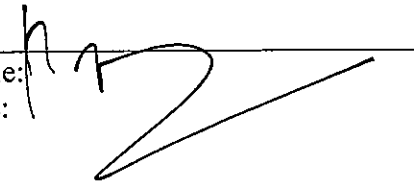
By accepting delivery of this Fee Letter, you agree to the terms of this Coordinator Fee Letter and that this Coordinator Fee Letter shall not be communicated to any other Lender and is otherwise subject to the confidentiality provisions agreed in the Commitment Letter.

Accepted and agreed

On 20 April 2016

Groupe FNAC,
as Parent

By: _____
Name: _____
Title: _____



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