Global Transfer Certificate

To: Société Générale (as Facility Agent under the Facility Agreement referred to below)

From: Crédit Agricole Corporate and Investment Bank, Natixis and Société Générale (the "**Existing Lenders**" and each an "**Existing Lender**") and Arkea Banque Entreprises et Institutionnels, Banco de Sabadell, Banco Bilbao Vizcaya Argentaria S.A. Paris Branch, Barclays Bank PLC, Belfius Bank NV, BNP Paribas, BRED Banque Populaire, CaixaBank SA, Commerzbank Aktiengesellschaft, Filiale Luxemburg, Crédit Industriel et Commercial, Crédit Lyonnais SA, Intesa SanPaolo S.p.A. – Succursale de Paris, KBC Bank – Succursale Française, La Banque Postale and Raiffeisen Bank International AG (the "**New Lenders**" and each a "**New Lender**")

CC: Groupe FNAC (as Parent, Original Borrower and Original Guarantor under the Facility Agreement referred to below)

Dated: 23 June 2016

EUR 1,350,000,000 Senior Facilities Agreement between, *inter alios*, Groupe Fnac and the Facility Agent dated 20 April 2016 (as amended, supplemented or otherwise modified through the date hereof, the "Facility Agreement")

1. We refer to the Facility Agreement. This is a Transfer Certificate for the purpose of the Facility Agreement. Terms defined in the Facility Agreement shall have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.

2. We refer to Clause 25.5 (*Procedure for transfer or assignment*) of the Facility Agreement:

   (a) Each Existing Lender and each New Lender agree to each Existing Lender and each New Lender transferring all or part of the Existing Lender's Commitment, rights and obligations set forth in the Schedule hereto in an amount equal to its Transfer Proportion (as defined below) for each Facility of the aggregate Commitments transferred to each New Lender under such Facility (as set out in paragraph 2 of Part 1 of the Schedule) in accordance with Clause 25.5 (*Procedure for transfer or assignment*) of the Facility Agreement;

   (b) The proposed Transfer Date is 23 June 2016;

   (c) The Facility Office and address, fax number and attention details for notices of each New Lender for the purposes of Clause 33.2 (*Addresses*) of the Facility Agreement are set out in the Part 2 of the Schedule.

   For the purposes of this Transfer Certificate:

   "**Transfer Proportion**" means, in respect of any Facility, the proportion an Existing Lender's Commitments to be transferred for such Facility (as set out in paragraph 1 of Part 1 of the Schedule hereto) bears to the Total Transfer Amounts.

   "**Total Transfer Amounts**" means, in respect of any Facility, the aggregate of each Existing Lender's Commitments to be transferred for such Facility (as set out in paragraph 1 of Part 1 of the Schedule hereto).

3. Each New Lender represents, as specified in the table at Part 2 of the Schedule, that it is:

   (a) a Qualifying Finance Party (other than a Treaty Finance Party); or

(b) a Treaty Finance Party,

and that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction, and

(c) a FATCA Exempt Party.

4. Each New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 25.4 (*Limitation of responsibility of Existing Lenders*) of the Facility Agreement.

5. Each New Lender will ensure that a copy of this Transfer Certificate is served on the Parent by *huissier* in accordance with article 1690 of the French Civil Code.

6. Each Existing Lender, each New Lender, the Facility Agent and the Parent each by their signature hereto hereby confirm and agree that clause 20.23 (*Sanctions*) and clause 23.21 (*Sanctions*) of the Facility Agreement are not to be interpreted or applied in any way to the extent that the obligations under each such clause would result in an unlawful breach or expose any Lender (or any Affiliate or Related Fund thereof) to any anti-boycott or blocking law, regulation or statute applicable to such entity or person including without limitation EU Regulation (EC) 2271/96, and the Facility Agreement is hereby modified and amended accordingly.

7. The Facility Agent and the Parent agree that this Transfer Certificate constitutes a Transfer Certificate (as defined in the Facility Agreement) and a Finance Document (as defined in the Facility Agreement) for all purposes under the Facility Agreement.

8. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate and is governed by French law. The *Tribunal de Commerce de Paris* shall have jurisdiction in relation to any dispute concerning it.

Schedule

Commitment/rights and obligations to be transferred

Part 1 Commitments to be transferred to the New Lenders

1. Commitments to be transferred by the Existing Lenders

Existing Lenders	Bridge Facility Commitments to be transferred	Revolving Facility Commitments to be transferred
Crédit Agricole Corporate and Investment Bank	€171,666,667	€108,333,333
Natixis	€141,666,666	€88,333,333
Société Générale	€126,666,666	€93,333,334
Total	€440,000,000	€290,000,000

2. Commitments of the New Lenders

New Lenders	Bridge Facility Commitments	Revolving Facility Commitments
Arkea Banque Entreprises et Institutionnels	€12,500,000	€20,000,000
Banco Bilbao Vizcaya Argentaria S.A. Paris Branch	€67,500,000	€12,500,000
Banco de Sabadell	€5,000,000	€25,000,000
Barclays Bank PLC	€0	€20,000,000
Belfius Bank NV	€10,000,000	€22,500,000
BNP Paribas	€62,500,000	€30,000,000
BRED Banque Populaire	€15,000,000	€5,000,000
CaixaBank S.A.	€60,000,000	€20,000,000
Commerzbank Aktiengesellschaft, Filiale Luxemburg	€0	€10,000,000
Crédit Industriel et Commercial	€30,000,000	€45,000,000
Crédit Lyonnais SA	€45,000,000	€25,000,000
Intesa SanPaolo S.p.A. – Succursale de Paris	€55,000,000	€25,000,000
KBC Bank – Succursale Française	€15,000,000	€20,000,000

La Banque Postale	€25,000,000	€10,000,000
Raiffeisen Bank International AG	€37,500,000	€0

Part 2 Particulars relating to the New Lenders

New Lenders	Confirmation pursuant to paragraph 3 above	Address for notices / Contact Name	Telephone / Facsimile	Account for payments
Arkea Banque Entreprises et Institutionnels	is: a) a Qualifying Finance Party (other than a Treaty Finance Party) that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction, and b) a FATCA exempt party	Sylvie RAULT / Michel LE MARREC Arkea Banque Entreprises et Institutionnels / Back Office Central / 255 rue de Saint Malo CS 21135, 35011 Rennes Cedex	tel: 02 99 29 92 36 - 02 99 29 92 63 fax: 02 99 29 93 24 pei-bo-central@arkea.com	CMBRFR2BXXX FR76 1882 9294 2001 7010 0204 185
Banco Bilbao Vizcaya Argentaria S.A. Paris Branch	is: a) a Qualifying Finance Party that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction, and b) a FATCA exempt party	Sarah Crapez - Hub Loans c/clara del rey, 26 Madrid, 28002 Spain	tel: 00 34 91 537 60 56 fax: 00 34 91 374 54 25	ES04 0182 0061 7600 8010 3018

YK AA HP KS BBB GMR HK MC PV 16 SR

Banco de Sabadell	is: a) a Qualifying Finance Party (other than a Treaty Finance Party) that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction, and b) a FATCA Exempt Party.	127, avenue des Champs-Elysées, 75008 Paris / Attn. Alexandra HEURTEAU	Tel: + 33 1 44 29 12 60 / Fax: + 33 1 44 29 12 69	FR76 3000 7000 1100 0102 0370 170 with Natixis Bank Paris (NATXFRPPXXX)
Barclays Bank PLC	is: (a) a Qualifying Finance Party (other than a Treaty Finance Party), that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction; and (b) a FATCA Exempt Party.	Barclays Loan Operations 10, South Colonnade, London E14 4PU United Kingdom	tel: +44 (0) 203 134 0516 fax: +44(0) 207 516 3867 + copy to Middle office + 33 1 44 58 33 14 email: emeaparticipationloans@barclays.com	Barclays Bank PLC, London BARCGB22 Name of beneficiary: Barclays Bank PLC Wholesale, London SWIFT: BARCGB5G IBAN: GB65BARC20005212 990655 GSU FNAC 2016

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Belfius Bank NV	is: (a) a Qualifying Finance Party (other than a Treaty Finance Party), that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction; and (b) a FATCA Exempt Party.	Katrien De Schepper / Niek Poppe (Operation matters) Laura Casagrande (Credit matters) Boulevard Pachéco 44 1000 Brussels (Belgium)	+ 32 2 222 20 69 / +32 2 222 76 20 (Katrien De Schepper/Niek Poppe) +32 2 222 27 29 (Laura Casagrande) Email: Loans.corp.specials@belfius.be (Katrien/Niek) Laura.Casagrande@belfius.be (Laura)	BE92 5647 9960 3423
BNP Paribas	is: a) a Qualifying Finance Party (other than a Treaty Finance Party) that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction, and b) a FATCA Exempt Party.	BOCI CFI 1 TEAM 150, rue du Faubourg Poissonnière, 75010 Paris paris.cib.boci.cfi.1@bnpparibas.com	Fax: 33.1.40.14.74.67	BNP PARIBAS, Paris BNPAFRPPCFI FR22 3000 4056 5800 0008 4030 J89 BOCI – CFI1 – FNAC 2016

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BRED Banque Populaire	is: a) a Qualifying Finance Party that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction, and b) a FATCA Exempt Party.	Back Office Crédits Syndiqués Elodie Vannespenne 18, quai de la Rapée 75012 PARIS	Tel : 01 40 04 74 83 Fax : 01 40 04 76 20 bo.syndique@bred.fr	IBAN : FR76 1010 7002 2800 8521 5040 902 RIB : 10107 00228 00852150409 02
CaixaBank SA	is: a) a Qualifying Finance Party that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction, and b) a FATCA exempt party	Eduard Sin / Susanna Farnos / Mar Saiz / Luis Carlos Garcia Calle Provençals 39 Planta 1 08019 Barcelona	tel: 00 34 93 404 41 39 / 00 34 93 297 46 63 / 00 34 93 297 46 65 / 00 34 93 404 83 25	CAIXESB8 / 210097760565 CAIXABANK-2100 TARGET: mt 2020 es 97 2100 0565 0902 0000 0824
Commerzbank Aktiengesellschaft, Filiale Luxemburg	is: a) a Treaty Finance Party that it is not incorporated, domiciled or acting through a Facility Office situated in a	Marco Grümmer/ Günter Treinen marco.gruemmer@commerzbank.com and GS-MO5.1.1CentralLoanBookLuxembourg@commerzbank.com	Telephone: +352 477 911 3132 Fax: +352 477 911 3900	Account for payments in EUR: Account with (Swift field 57): Commerzbank AG, Frankfurt (BIC-code: COBADEFFXXX) Beneficiary (Swift field 58): Commerzbank AG, Filiale Luxemburg (BIC-code: COBALULUXXX

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	Non-Cooperative Jurisdiction, and b) a FATCA Exempt Party.			Account no. of Beneficiary: 400940943401EUR (IBAN DE76 5004 0000 0940 9434 01) Reference: Groupe FNAC/ EUR 1.35bn dd. 20.04.2016 as amended on 24.04.2016)
Crédit Industriel et Commercial	is: (a) a Qualifying Finance Party (other than a Treaty Finance Party), that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction; and (b) a FATCA Exempt Party.	Olivier Saliou/ Marina Oliveira/ Samira Ounaha CM-CIC Services – 3 allée de l'Etoile – 95 091 Cergy Pontoise Cedex –France ccsstot1@cmcic.fr	tel: 01 53 48 72 64 / 01 53 48 72 72 / 01 53 48 72 87 fax: 01 49 74 32 21	Account number: FR76 3006 6005 2000 0038 0185 996 Swift: CMCIFRPP
Crédit Lyonnais SA	is (a) a Qualifying Finance Party (other than a Treaty Finance Party), that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction; and (b) a FATCA Exempt Party.	Nathalie Antoine LCL – Banque des Entreprises Direction des Grandes Entreprises BC 11-15 19, Boulevard des Italiens 75002 PARIS	01 42 98 82 75	FR12 3000 2056 6300 0099 9491 P51

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Intesa Sanpaolo S.p.A. – Succursale de Paris	is: (a) a Qualifying Finance Party (other than a Treaty Finance Party), that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction; and (b) a FATCA Exempt Party.	PARIS_TRADE@INTESASANPAOLO.COM Thierry Labre, Olivier Gregoire	Tel +33 01 45 23 72 19 Fax +33 01 42 46 72 93	IT40R0306940101100100004831 Name and location of the correspondent bank : INTESA SANPAOLO SPA MILAN Swift Code of the correspondent bank: BCITITMM Name of the beneficiary : Intesa Sanpaolo SPA (Paris Branch) Swift code of the beneficiary : BCITFRPP
KBC Bank – Succursale Française	is: a) a Qualifying Finance Party (other than a Treaty Finance Party) that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction, and b) a FATCA Exempt Party.	Address for notices : Synergie Park 6 rue Nicolas Appert 59260 LEZENNES Contact Name: Delphine Schelfhout / Sandrine Loof / Carole Vaudreville / Nicolas Henrot / Eulalie Gamot	Telephone: +33 3 20 11 61 08 / +33 3 20 11 61 77 / +33 3 20 11 61 06 / +33 3 20 11 61 40 / +33 3 20 11 61 18 Facsimile: +33 3 20 11 61 50	SWIFT BIC: KREDBEBB ACCOUNT NAME: KBC Bank France SWIFT BIC: KREDFRPP ACCOUNT NUMBER: 480 942 0631 96 IBAN NUMBER: BE65 4809 4206 3196 REF: (if applicable) FNAC / 2016

La Banque Postale	is: a) a Qualifying Finance Party (other than a Treaty Finance Party) that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction, and b) a FATCA Exempt Party.	Stéphanie Destruel / Laurence Goldingas / Lydia Klikovac CP X 213 115 rue de Sèvres 75 275 PARIS Cedex 06	Telephone : +33 (0)1 57 75 43 24 / +33 (0)1 57 75 68 02 / +33 (0)1 57 75 48 71 Fascimile : +33 (0)1 57 75 55 35	NAME OF THE BENEFICIARY : LA BANQUE POSTALE SWIFT CODE OF THE BENEFICIARY : PSSTFRPPTRE ACCOUNT NUMBER : FRBDFEPPSSTFRPPTRE
Raiffeisen Bank International AG	is: (a) a Qualifying Finance Party (other than a Treaty Finance Party), that it is not incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction; and (b) a FATCA Exempt Party.	Raiffeisen Bank International AG, Am Stadtpark 9, 1030 Vienna, Austria attn. Ms.Christine Neuberger / Verena Walter projectfinance@rbinternational.com	Telephone: 0043 1 71707 ext. 1186 or 1398 Facsimile: 0043 1 71707 3022	**For Principal Repayments, interest, commitment fees, EUR** DZ Bank AG, Frankfurt SWIFT-Code: GENODEFF Account-Number:DE 3750 0604 0000 0901 1447 Name of Beneficiary: Raiffeisen Bank International AG, Vienna SWIFT-Code of Beneficiary: RZBAATWW Reference: FNAC/attn. APRF Support

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Signature pages

Crédit Agricole Corporate and Investment Bank
as Existing Lender

By: Stéphane LAUDIN .

Nicolas Laforge

Natixis
as Existing Lender

By: Philippe VLAEMYNCK

Thomas SALVADORI

Société Générale
as Existing Lender

By:

Arkéa Banque Entreprises et Institutionnels
as New Lender

By:

Banco Bilbao Vizcaya Argentaria S.A. Paris Branch
as New Lender

By: ABELARDO GARCIA

Jesús Rodríguez Arias

Banco de Sabadell
as New Lender

By: JOSE RUIX BALANTA

ALEXANDRA HEURTEAU

Barclays Bank PLC
as New Lender

By: Juniec de Fontenai

Belfius Bank NV
as New Lender

By:
Laura Casagrande
Senior Advisor
Specialised Corporate Lending

BNP Paribas
as New Lender

By: Matthieu Charrier

Yves NICOLETTI

PV
YR MA
MC
KB
BBB
AP GMR SR

BRED Banque Populaire
as New Lender

By:

CaixaBank S.A.
as New Lender

By:

Commerzbank Aktiengesellschaft, Filiale Luxemburg
as New Lender

By: K. BENMERLOJA

Crédit Industriel et Commercial
as New Lender

By: V. Benquet Mathilde Le Roy

Crédit Lyonnais SA
as New Lender

By: de PREVOISIN

Intesa SanPaolo S.p.A. – Succursale de Paris
as New Lender

By: PATRICK VERON Arnaud du Zouzo

KBC Bank – Succursale Française
as New Lender

By: Gert Van Craenenbroeck.

La Banque Postale
as New Lender

By:

Raiffeisen Bank International AG
as New Lender

By:

This Transfer Certificate is accepted by the Facility Agent and the Transfer Date is confirmed as 23 June 2016.

Société Générale as Facility Agent

By:

Accepted and Agreed:

Group FNAC as Parent, Original Borrower and Original Guarantor

By: Nadine Coulm