

Information pertaining to the severance indemnity of Michel Favre following the termination of his mandate as a member of the Management Board

(Publication of the application of provisions enforced by articles L.225-90-1 and R.225-60-1 of the French Commercial Code)

Following the revocation of his term as a member of the Management Board, agreed by the Supervisory Board on the 30 October 2012, the same Board on the 11 February 2013 also confirmed and approved the financial conditions of Michel Favre's departure as a result of the aforementioned revocation;

In accordance with the terms of his employment contract, which re-entered into effect on the day his corporate duties were terminated, Michel Favre will benefit from a gross contractual severance indemnity equal to 18 months of his monthly reference compensation (the monthly reference compensation is defined as the gross annual compensation plus the gross average of the last two bonus payments received divided by 12 months), subject meeting the performance criteria detailed below (Contractual Indemnity) :

This Contractual Indemnity is deemed to include the severance indemnity pursuant to the collective bargaining agreement. Pursuant to the provisions of article L.225-90-1 of the French Commercial Code and in accordance with the decisions taken by the Supervisory Board on the 19 May 2011 and by the shareholders at the Annual General Meeting on the 16 May 2012 this Contractual Indemnity is subject to the following performance criteria being met:

- The payment of 50% of the Contractual Indemnity will be dependent on the level of EBITDA (operating result before depreciation and amortization) of the Rexel Group. This payment will be 100% if the level of EBITDA, calculated on the basis of Rexel's consolidated audited financial statements for the last financial year preceding the date of termination of the employment contract (the reference period), reaches a minimum of 60% of the amount budgeted for such period.
- the payment of 35% of the Contractual Indemnity will be dependent on the level of average operating WCR (average trade operating working capital) of the Rexel Group. This payment will be 100% if the level of average operating WCR, calculated on the basis of Rexel's consolidated audited financial statements for the last financial period preceding the date of termination of the employment contract (the reference period), reaches a maximum of 125% of the performance budgeted for such period; and
- the payment of 15% of the Contractual Indemnity will be dependent on the level of ROCE (return on capital employed) of the Rexel Group. This payment will be 100% if the level of ROCE, calculated on the basis of Rexel's consolidated audited financial statements for the last financial period preceding the date of termination of the employment contract (the reference period), reaches a minimum of 75% of the performance budgeted for such period.

On this basis and at 31 December 2011:

- the level of EBITDA (operating result before depreciation and amortization) of the Rexel Group was equal to 103.5% of the amount budgeted for the year 2011
- the level of average operating WCR (average trade operating working capital) of the Rexel Group was equal to 101.2% of the performance budgeted for the full year 2011 ; and
- the level of ROCE (return on capital employed) of the Rexel Group was equal to 103.6 % of the performance budgeted for the full year 2011

On the 11 February 2013, the Supervisory Board formerly agreed that all the performance criteria had been met and approved the sum of the Contractual Indemnity of 1,045,000 euros gross, which includes the severance indemnity awarded on the basis of length of service for the company.

At the same meeting on the 11 February 2013, the Supervisory Board also agreed not to apply the non-competition clause stipulated in Michel Favre's employment contract and stipulated an end date to the notice period of 31 July 2013 at the latest.

In addition, for the break in his employment contract, Michel Favre has also been awarded compensation with a final transactional indemnity payment of 382.670 euros gross, which will be added to the aforementioned Contractual Indemnity payout.