

CASTOR INTERNATIONAL

the International Group Share Ownership Plan of VINCI group



Subscription order

for the Employee Offering 2013

Please return to your Human Resources Department
by May 15, 2013 at the latest

I, the undersigned,

Mr Mrs Ms

Last Name First Name

Date of birth [][][][][][] Citizenship SSN [][][][][][][][][]

Employer

Home Address

.....

Zip Code City State Country

E-mail

I hereby certify the following:

- I have read and understand the offering documents that have been made available to me, and in particular, the Information Brochure and the Local Supplement;
- I have been informed of the subscription price;
- I agree to be bound by the representations and undertakings set forth on the reverse side of this form; and
- on the date of this order, I am an employee of a VINCI group company and I satisfy the condition of having been employed with VINCI group for at least six months over the past twelve months.

I choose to participate in this offering and grant authority to CREELIA to subscribe in my name and on my behalf for shares of VINCI as I indicate below:

I chose to subscribe for (minimum 1 share):

[][][][] | SHARES |

Equivalent to investing in this offering the amount of*

[][][][], [][] | USD |

*To calculate your investment in USD, multiply the number of shares you have chosen to subscribe for by the subscription price (in USD) you have been informed of.

I elect to pay the amount indicated above as follows:

by enclosing a cashier's check or money order payable to my employer of: [][][][], [][] | USD | which is equivalent to [][][][] | SHARES |

by salary advance from my employer of: [][][][], [][] | USD | which is equivalent to [][][][] | SHARES |

I agree that repayment of such advance will be salary deductions over 3 months starting from June. Accordingly, I undertake to repay the advance in installments in accordance with payroll practices and authorize my employer to deduct these sums from my salary**

**Withholdings will be made in accordance with law applicable in the United States of America.

Notes: (1) For each of these alternatives you should indicate the amount in USD and its equivalent in a whole number of shares. The sums of both the USD amounts and the equivalent number of shares have to be equal to the indicated total investment and total subscribed shares respectively.

(2) In the event that the amount paid by the employee in USD does not correspond to the subscription value of a whole number of shares, the paid amount will be rounded-down to the nearest value of a whole number of shares and the difference will be reimbursed.

I have duly noted that:

- subscription to this offering is governed by the provisions of the International Group Share Ownership Plan of VINCI group and the offering documents distributed in connection with this offering;
- the amount of my subscription is to be paid into the capital increase reserved for employees of the VINCI group entities outside of France;
- this amount will be invested in shares of VINCI; and
- my subscription order is irrevocable.

Any subscription order, if not duly completed or erroneous, may be rejected. In particular, VINCI may consider my order as not valid if it is not accompanied by payment of the subscription price as indicated above.

I have retained a copy of this subscription form for my personal files.

I have read and approve.

Signed Date

REPRESENTATIONS AND UNDERTAKINGS

- I have noted that by subscribing to this capital increase, I become a participant in the International Group Share Ownership Plan of VINCI group.
- I have noted that the subscription price of one VINCI share that has been communicated to me is equal to the average opening prices of the VINCI share over the twenty trading days preceding the decision of the VINCI Chief Executive Officer fixing the subscription price.
- Subscription of VINCI shares is made in euros. Thus, the amount of my investment will be converted into euros at the exchange rate of April 12, 2013. During the life of my investment, the value of my assets will be affected by fluctuations in the currency exchange rate between the euro and the U.S. dollar. As a result, if the value of the euro strengthens relative to the local currency of my country, the value of my assets expressed in U.S. dollars will increase. On the other hand, if the value of the euro weakens relative to the U.S. dollar, the value of the assets expressed in U.S. dollars will decrease.
- I have duly noted that, save for the occurrence of an early redemption event (as described in the Information Brochure) my investment will remain blocked for a 3-year period.
- The regulations of the International Group Share Ownership Plan are available to me (in English or French) at my Human Resources Department.
- The Local Supplement for the United States and the Information Brochure were made available to me. I was advised to carefully review each such document, and I have done so.
- I certify that I was able to access the VINCI *document de référence* (annual report) and other financial reports that contain important information on the activities, strategy, management and financial results of VINCI.
- I have noted the tax consequences that may result from my participation in the 2013 employee offering under the International Group Share Ownership Plan and assume full responsibility therefor. In particular, I acknowledge that I must reimburse my employer for any sum that it may advance on my behalf for the taxes that are applicable to me. My employer may deduct such amounts from my pay or any other amounts due to me and/or may order the sale of all or part of my shares and withhold from the proceeds.
- I acknowledge that I am not relying on any financial, tax or other advice from any VINCI company or any of its officers, employees or agents, and I understand that the value of shares may decrease while I hold the shares (including during the mandatory holding period) and may fluctuate due to changes in the euro/U.S. dollar exchange rate. I understand that the amount I invest is at risk.
- My decision on whether or not to participate in this offering is entirely voluntary and personal. My decision will have no effect, either positive or negative, on my employment with the VINCI group. Participation in this offering is separate from and does not form part of the terms of employment and does not confer to me any right or entitlement in relation to my employment, including upon termination.
- I have noted that neither this document nor any other material distributed or made available to me in connection with this offering or the International Group Share Ownership Plan shall confer to me any right or entitlement in relation to future offerings.
- My investment in the capital increase will be complemented by a grant of shares without consideration by VINCI after three years. Details thereof are described in the Information Brochure.
- I certify that my payments to the International Group Share Ownership Plan made in 2013 will not exceed 25% of my annual gross compensation.
- The offering made in the USA is limited to US\$ 5,000,000. This is the amount of investments that can be made by all participants to the Castor International 2013 offering in the USA. If the overall amount of subscription requests exceed the number of shares available for offering, my subscription to the capital increase will be reduced. I agree to reduce the amount of my subscription accordingly. The reduced amount will be calculated as follows:
 - (i) An individual threshold will be calculated based on the overall amount of subscription requests. Subscription requests will be wholly served up to this threshold.
 - (ii) Then, the remaining amount of shares will be determined and a reduction ratio will be calculated to be applied to remaining individual subscription requests that exceed the threshold.

Amounts corresponding to subscription requests that could not be fulfilled will be reimbursed to me up to my voluntary payment or the amount to be withheld from my salary reduced accordingly. Payment will be made according to terms provided locally.

- ▶ **I have noted that if I fail to pay the subscription price on time, this subscription can be cancelled without notice. In the case of default of payment, my employer may proceed with or request, without any prior notice whatsoever, the sale of all of my VINCI shares and allocate the proceeds towards payment of my subscription amount. If the proceeds from the sale are not sufficient to cover the amount indicated above, I will remain liable to my employer for the corresponding amount. By subscribing to the offering, I consent to allow my employer to withhold from my paycheck the unpaid amounts if the proceeds from the sale are not sufficient to cover the amount indicated above. Further, my employer reserves the right to file a claim against me for payment of the unpaid amounts.**

This order is subject to provisions of French Law n°78-17 of January 6, 1978 on data processing, data files and individual liberties. I have been informed that information contained in this form shall be used in the context of the computer data processing by VINCI. I note that information provided in this form may only be used in order to manage the International Group Share Ownership Plan and to meet legal requirements. This data may be transmitted to any person involved in administration of the International Group Share Ownership Plan. In particular, I authorize the transfer of my personal information to these persons in France. This data will be retained for the time necessary to process subscriptions of VINCI shares and all transactions resulting therefrom as well as for management of assets held in the International Group Share Ownership Plan. I may exercise my right to access and rectify my personal data by contacting the Human Resources department of my employer.

- ▶ **By electing to pay for up to ten shares by a salary advance, I acknowledge that:**

- My employer may deduct the portion of my subscription price set forth above from payroll periods over the course of three months.
- To the extent my salary advance (combined with all other loans and salary advances extended to me by the VINCI group and its subsidiaries and affiliates) exceeds \$10,000, I will incur imputed interest income.
- In the event that my employment is suspended or terminated for any reason before my salary advance is paid off, I agree to pay the remaining amount due under my salary advance before my departure. My employer will have the right to collect any unpaid portion of my salary advance from other amounts that are owed to me, except to the extent such collection is prohibited by law or would cause me to become subject to interest or additional tax under Section 409A of the Internal Revenue Code.