

CASTOR INTERNATIONAL

the International Group Share Ownership Plan of VINCI group



Subscription order

to the Employee Offering 2012

Please return to your Human Resources Department
by April 13, 2012 at the latest

I, the undersigned,

Mr Mrs Ms

Family name First name

Date of birth [][] [][] [][][][] Citizenship Employee Number: [][][][][][][][][][]

Employer

Residential address

Postal Code City Country

▶ Certify the following:

- I have read and understood the offering documents that have been made available to me, and in particular, the Information Brochure and the Country Supplement for Canada as well as the Key Information Document for Investors in the FCPE CASTOR INTERNATIONAL RELAIS 2012 and FCPE CASTOR INTERNATIONAL, (Compartment n°1),
- I have been informed of the subscription price,
- I agree to be bound by the representations and undertakings set forth of the reverse of this form.

▶ I further certify that, 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 invest the following amount in this offering
(must be equal to or above €60):

[][][][][][][][][][] CAD

I opt to pay the amount indicated above (tick one box only):

- by attaching a check payable to my employer; or
- through after-tax payroll deduction. I authorize my employer to deduct the amount indicated above from my salary beginning after April 16, 2012. If the full amount above cannot be lawfully deducted in one payroll period, it will be deducted in approximately equal installments over two consecutive payroll periods.

▶ 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 this order;
- 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 first be invested in the FCPE CASTOR INTERNATIONAL RELAIS 2012 and, upon merger of that FCPE, my investment will be held in the FCPE CASTOR INTERNATIONAL (Compartment n°1), subject to the decision of the FCPE Supervisory Board and approval of the AMF (the French Securities Authority);
- 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 invalid if it is not accompanied by payment of the subscription price if the check payment option is chosen above.

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

Place Date

Signature (please also write « Read and approved »)

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 VINCI and my employer are entitled to amend the provisions of the International Group Share Ownership Plan unilaterally.
- I have noted that the subscription price of one VINCI share that has been communicated to me is equal to the average of the opening prices of VINCI shares over the twenty trading days preceding the decision of the VINCI Chief Executive Officer fixing the subscription price.
- I understand that although I will pay for my investment in Canadian dollars, subscription of VINCI shares is made in Euros. Thus, the amount of my investment will be converted into Euros at the exchange rate that will be communicated to me before the start of the subscription period. 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 Canadian dollar. As a result, if the value of the Euro strengthens relative to the Canadian dollar, the value of my assets expressed in Canadian dollars will increase. On the other hand, if the value of the Euro weakens relative to the Canadian dollar, the value of the assets expressed in Canadian dollars will decrease.
- I have noted that, save for the occurrence of a permitted early redemption event (as described in the Information Brochure and the Country Supplement for Canada) my investment will remain blocked for a 3-year period.
- VINCI makes available upon request the regulations of the International Group Share Ownership Plan of VINCI group and of the FCPEs referred to in the front of this form. 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 International Group Share Ownership Plan and assume full responsibility therefore. In particular, I acknowledge that I must reimburse my employer for any sum that it would have had to advance on my behalf for the tax or social charges 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 FCPE units or shares and withhold from the proceeds.
- I am not relying on any financial, tax or other advice from any VINCI group company or any of its officers, employees or agents.
- My decision whether or not to participate in this offering is entirely voluntary and personal. I have noted that my decision will have no effect, either positive or negative, on my employment within the VINCI group. Participation in this offering is separate from and does not form a part of my employment agreement and does not confer to me any right or entitlement in relation to my employment or subsequent benefits or entitlements, 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 bonus shares by VINCI to me, free of charge. Details thereof are described in the Information Brochure.
- I certify that my total payments to the International Group Share Ownership Plan made in 2012 will not exceed 25% of my annual gross compensation.
- If the overall amount of subscription requests exceed the number of shares available for this offering, my subscription to the capital increase will be reduced. I authorize the reduction of the amount of my subscription accordingly. The reduced amount will be calculated as follows:
 - (i) An individual threshold will be calculated equal to the average subscription request 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.

Amounts corresponding to the portion of my subscription request that could not be met will be repaid to me to the extent I have paid it, or the amount to be deducted through my payroll will be reduced accordingly. Payment will be made according to terms provided locally.

In addition, to the extent that one global ceiling has been fixed for the Castor International offering and the concurrent Castor France offering, if the overall amount of subscription requests submitted in the Castor International offering, taken alone, exceeds this ceiling, a first allocation will be made as follows: 80% of the ceiling will be allocated to the Castor International offering and 20% will be allocated to the castor France offering.

- ▶ **I have noted that if I fail to pay or do not pay in time, this order can be cancelled without notice. In the case of default of payment, my employer may redeem or have redeemed, without any prior notice whatsoever, all of my FCPE units and/or 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. Further, my employer reserves the right to file a claim against me for payment of the unpaid amounts. I consent to being responsible for any fees or collection costs incurred as a result of a default.**
- ▶ **If I have chosen to pay through payroll deduction, my signature on this subscription form shall constitute my irrevocable authorization for my employer to, at its discretion, deduct this amount, after taking into account any reduction in the event of an over-subscription, from my salary in one or two consecutive installments beginning after April 16, 2012.**

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 computer data processing by VINCI. I take 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 transfer of my personal information to these persons outside of my province of residence and in France. This data will be retained for the amount of 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 consent to the collection, use and disclosure of my personal information as described on this form. I may exercise my right to access and correct my personal data by contacting the Human Resources department of my employer.