

**SECOND SUPPLEMENT DATED 20 NOVEMBER 2012**  
**TO THE BASE PROSPECTUS DATED 21 JUNE 2012**



(incorporated as a *société anonyme* in France)

**Euro 4,000,000,000**

**Euro Medium Term Note Programme**

**Due from one year from the date of original issue**

This second supplement (the "**Second Supplement**") constitutes a supplement to and must be read in conjunction with the Base Prospectus dated 21 June 2012 granted visa No. 12-283 on 21 June 2012 by the *Autorité des marchés financiers* (the "**AMF**"), as supplemented by the first supplement dated 8 August 2012 granted visa No. 12-406 on 8 August 2012 (the "**Base Prospectus**") prepared by Vinci (the "**Issuer**") with respect to the Euro 4,000,000,000 Euro Medium Term Note Programme (the "**Programme**"). Terms defined in the Base Prospectus have the same meaning when used in this Second Supplement. The Base Prospectus as supplemented constitutes a base prospectus for the purpose of the Directive 2003/71/EC as amended by Directive 2010/73/EU (the "**2010 PD Amending Directive**") to the extent that such amendments have been implemented in a Member State of the European Economic Area (the "**Prospectus Directive**").

Application has been made to the AMF in France for approval of this Second Supplement to the Base Prospectus, in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements the Prospectus Directive.

To the best knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Second Supplement is in accordance with the facts and contains no omission likely to affect its import. The Issuer accepts responsibility for the information contained in this Second Supplement.

This Second Supplement has been prepared pursuant to Article 16.1 of the Prospectus Directive for the purposes of (i) incorporating by reference the information contained in the French language version<sup>1</sup> of the press release of the Issuer dated 25 October 2012 relating to the quarterly information at 30 September 2012 (the "**Vinci Quarterly Information Press Release at 30 September 2012**"), (ii) updating the Recent Developments section of the Base Prospectus by including the press release of the Issuer dated 26 October 2012 relating to the partnership contract for the Dunkirk Arena in France (the "**Dunkirk Arena Press Release**") and the press release of the Issuer dated 15 November 2012 relating to a bridge construction project in Panama (the "**Panama Press Release**") (iii) amending the Terms and Conditions of the Notes to include a make-whole redemption option (the "**Make-whole Redemption Option**") for the Issuer and (iv) amending the form of Final Terms to take into account such Make-whole Redemption Option.

The Issuer draws the Noteholders' attention to the fact that, by adding a Make-whole Redemption Option to the Terms and Conditions of the Notes, the Issuer will have the option to redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date, unless in the case of any particular Tranche of Notes the Final Terms specify otherwise. The Make-whole Redemption Option will apply only to Notes issued under the Programme after the date of this Supplement. The Make-whole Redemption Option will not apply to existing Notes issued under the Programme.

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<sup>1</sup> The free English language translation of the Vinci Quarterly Information Press Release at 30 September 2012 may be obtained without charge from the website of the Issuer ([www.vinci.com](http://www.vinci.com)). This English language translation is not incorporated by reference herein.

The following document has been filed with the AMF and by virtue of this Second Supplement such document shall be deemed to be incorporated by reference into and form part of the Base Prospectus:

- the Vinci Quarterly Information Press Release at 30 September 2012.

Copies of this Second Supplement and the Vinci Quarterly Information Press Release at 30 September 2012 (a) may be obtained, free of charge (i) at the office of the Fiscal Agent and the Paying Agents set out at the end of the Base Prospectus during normal business hours and (ii) at the registered office of the Issuer during normal business hours and (b) will be available on the website of the Issuer ([www.vinci.com](http://www.vinci.com)). A copy of this Second Supplement will also be available on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)).

To the extent that there is any inconsistency between any statement in this Second Supplement and any other statement in or incorporated in the Base Prospectus, the statements in this Second Supplement will prevail.

Save as disclosed in this Second Supplement, there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus which is capable of affecting the assessment of the Notes to be issued under the Programme since the publication of the Base Prospectus.

Save as disclosed in this Second Supplement, there has been no significant change in the financial and trading position of Vinci since 30 June 2012.

This Second Supplement has been prepared pursuant to Article 16.1 of the Prospectus Directive and Article 212-25 of the AMF's *Règlement Général* for the purpose of giving information with regard to the Issuer and the Notes to be issued under the Programme additional to the information already contained or incorporated by reference in the Base Prospectus. To the extent applicable, and provided that the conditions of Article 212-25 I of the AMF's *Règlement Général* are fulfilled, investors who have already agreed to purchase or subscribe for Notes to be issued under the Programme before this Second Supplement is published, have the right, according to Article 212-25 II of the AMF's *Règlement Général*, to withdraw their acceptances by no later than 22 November 2012.

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## DOCUMENT INCORPORATED BY REFERENCE

The Vinci Quarterly Information Press Release at 30 September 2012 updates the "Documents Incorporated by Reference" section at page 13 of the Base Prospectus.

### Vinci Quarterly Information Press Release at 30 September 2012

<b>Information incorporated by reference</b>	<b>Page no. in Vinci Quarterly Information Press Release at 30 September 2012</b>
Quarterly information	- Consolidated revenue: p. 1-2  - Revenue by business line for the first nine months of 2012: p. 3-4  - Highlights of the quarter: p. 4-5  - Appendixes: p. 7-8

*Any other information not listed above but contained in such document is incorporated by reference for informational purposes only.*

## RECENT DEVELOPMENTS

The following information from the Dunkirk Arena Press Release and the Panama Press Release shall be inserted at the end of the Recent Developments at page 67 of the Base Prospectus:

"The following Press Release was published by Vinci on 26 October 2012:

### **VINCI signs the partnership contract for the Dunkirk Arena**

- France's first "new generation" Arena
- A partnership contract spanning more than 27 years
- A total investment of €112.4 million

VINCI Concessions has just signed the partnership contract with the Communauté Urbaine de Dunkerque (Dunkirk Urban Community or CUD) to build and operate the Dunkerque Arena stadium. The signing was attended by Michel Delebarre, Senator-Mayor of Dunkirk and President of the Dunkirk Urban Community, and Xavier Huillard, Chairman and Chief Executive Officer of VINCI.

The 332-month partnership contract covers design, financing, construction, operation and maintenance of the Arena. It will have two halls with a combined seating capacity of 10,700 as well as VIP seats, boxes and walkways serving the stands and the shopping and reception areas. Contributing to the development of its two clubs, the USDK handball club and the BCM Gravelines Dunkirk basketball club, the Arena will symbolise local sports prowess and serve as a new entertainment and culture venue for the city of Dunkirk and the surrounding region. It is scheduled for handover in time for the 2015 basketball and handball season.

Design and construction of the Arena, expected to take 36 months, will be carried out by VINCI Construction France through its subsidiaries ADIM Nord Picardie, SOGEA CARONI and DUMEZ EPS, in association with local SMEs. Architectural input will be provided by Chabanne & Partenaires, in partnership with AvantPropos and AB+Architectes.

Upkeep and maintenance will be entrusted to VINCI Facilities.

Commercial operation of the Arena, including facilities management and sporting fixture / events programming, will be handled by the Société Dunkerque Arena (SDA) company, which will be remunerated via an annual fee paid by the CUD.

The Dunkirk Arena will thus join the network of stadiums operated by VINCI Stadium, a VINCI Concessions division, which develops business expertise in a new model of stadium and arena operation.

The project accounts for a total investment of €112.4 million, to be financed via

- an initial CUD contribution of €37 million (of which €10 million as an advance payment of the fee)
- an SDA equity contribution of €6 million
- bank financing amounting to €69.4 million

The following Press Release was published by Vinci on 15 November 2012:

### **VINCI wins the Atlantic Bridge contract in Panama**

The Panama Canal Authority, the government agency responsible for operating, maintaining, managing, preserving and modernising the canal, has awarded the contract to build the Atlantic Bridge to VINCI subsidiary, VINCI Construction Grands Projets. The contract is worth \$366 million.

The bridge will be located 3 km north of the Gatun locks, near the city of Colon. The contract covers construction of a 1,050m-long cable-stayed concrete bridge carrying two lines of traffic in each direction, with a central span of 530 metres and pylons with a height of 212.5m. It will have a vertical clearance of 75m above the canal. The Atlantic Bridge will be the longest concrete cable stayed bridge in the world with a central span of 530 metres.

It will notably allow passage of the largest container ships (Post-Panamax), in accordance with the canal expansion programme. It will also allow vehicles to cross the Panama Canal on the Atlantic side, whether or not the locks are in operation.

To avoid disrupting navigation in the canal, it will not be possible for the work to be carried out in the waterway itself, which means the deck will have to be cast in place. The contract also includes construction of access viaducts on either side of the bridge with a total length of 2 km, together with connections to the existing road network.

Work is expected to start in January 2013 and last 3 ½ years.

This contract, which marks the historic return of a French company to the Panama Canal, is yet another addition to VINCI Construction Grands Projets' prestigious portfolio of bridges: Pont de Normandy (France), Severn Bridge (United Kingdom), Confederation Bridge (Canada), the bridge over the Tagus (Portugal), and Rion-Antirion (Greece)."

## TERMS AND CONDITIONS OF THE NOTES

The following paragraph is inserted in the "Terms and Conditions of the Notes" section of the Base Prospectus as a new Condition 6(d) and the Conditions numbered 6(d) to 6(k) will thus be re-numbered 6(e) to 6(l) (including any cross-references to such Conditions):

**"(d) Make-whole Redemption by the Issuer:** Unless otherwise specified in the applicable Final Terms, the Issuer may, subject to compliance with all relevant laws, regulations and directives and on giving not less than 15 nor more than 30 calendar days' irrevocable notice in accordance with Condition 15 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date (the "**Make-whole Redemption Date**"). Any such redemption of Notes shall be made at their Make-Whole Redemption Amount.

**"Make-whole Redemption Amount"** means an amount calculated by the Calculation Agent and equal to the greater of (x) 100 per cent. of the principal amount of the Notes so redeemed and (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Notes (excluding any interest accrued on the Notes to, but excluding, the relevant Make-whole Redemption Date) discounted to the relevant Make-whole Redemption Date on an annual basis at the Make-whole Redemption Rate plus a Make-whole Redemption Margin, plus in each case, any interest accrued on the Notes to, but excluding, the Make-whole Redemption Date.

**"Make-whole Redemption Margin"** means the margin specified as such in the relevant Final Terms.

**"Make-whole Redemption Rate"** means (i) the average of the four quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Security on the fourth Business Day preceding the Make-whole Redemption Date at 11:00 a.m. (Central European Time ("**CET**")) ("**Reference Dealer Quotation**") or (ii) the Reference Screen Rate, as specified in the relevant Final Terms.

**"Reference Dealers"** means each of the four banks selected by the Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues, or such other banks or method of selection of such banks as specified in the Final Terms.

**"Reference Screen Rate"** means the screen rate specified as such in the relevant Final Terms.

**"Reference Security"** means the security specified as such in the relevant Final Terms.

All Notes in respect of which any such notice is given shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this Condition.

If the Reference Security is no longer outstanding, a Similar Security will be chosen by the Calculation Agent at 11:00 a.m. (CET) on the third Business Day preceding the Make-whole Redemption Date, quoted in writing by the Calculation Agent to the Issuer and published in accordance with Condition 15.

**"Similar Security"** means a reference bond or reference bonds issued by the same issuer as the Reference Security having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

The Make-whole Redemption Rate will be published by the Issuer in accordance with Condition 15.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

In the case of a partial redemption, the relevant provisions of Condition 6(c) shall apply *mutatis mutandis* to this Condition 6(d)."

Any reference to Condition 6(c) in the "Terms and Conditions of the Notes" section of the Base Prospectus shall be deemed to refer also to this new Condition 6(d).



## FORM OF FINAL TERMS

The following rows are inserted to the "Form of Final Terms" section of the Base Prospectus in the section entitled "Provisions relating to redemption" of Part A - Contractual Terms as a new paragraph 21 and the paragraphs of Part A - Contractual Terms in the form of Final Terms numbered 21 to 37 will thus be re-numbered 22 to 38:

<b>"21. Make-whole Redemption</b>	[Applicable/Not Applicable]
(i) Notice period: <sup>2</sup>	[●]
(ii) Parties to be notified (if other than set out in Condition 6(d))	[[●]/Not Applicable]
(iii) Make-whole Redemption Margin	[●]
(iv) Make-whole Redemption Rate	[Reference Dealer Quotation/Reference Screen Rate]
(v) Reference Screen Rate	[Not Applicable/ <i>give details</i> ]
(vi) Reference Security	[Not Applicable/ <i>give details</i> ]
(vii) Reference Dealers	[Not Applicable/As set out in the Conditions/ <i>Other – give details</i> "]

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<sup>2</sup> If setting notice periods which are different from those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems, as well as any other notice requirements which may apply, for example, as between the Issuer and its Fiscal Agent.

## PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE SECOND SUPPLEMENT

To the best knowledge of the Issuer (having taken all care to ensure that such is the case) the information contained in this Second Supplement is in accordance with the facts and contains no omission likely to affect its import.

The statutory auditors' report on the consolidated financial statements for the year ended 31 December 2010 set out on page 270 of the Annual Report 2010, incorporated by reference in the Base Prospectus, contains an observation.

### VINCI

1 cours Ferdinand de Lesseps  
92851 Rueil-Malmaison cedex  
France

Duly represented by:

Christian Labeyrie

*Directeur Général Adjoint et Directeur Financier*

authorised signatory

made in Rueil-Malmaison on 20 November 2012



*Autorité des marchés financiers*

In accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and with the General Regulations (*Règlement général*) of the *Autorité des marchés financiers* (AMF), in particular Articles 212-31 to 212-33, the AMF has granted to this Second Supplement the visa No. 12-565 on 20 November 2012. This document and the Base Prospectus may only be used for the purposes of a financial transaction if completed by Final Terms. It was prepared by the Issuer and its signatories assume responsibility for it. In accordance with Article L.621-8-1-I of the French *Code monétaire et financier*, the visa was granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information it contains is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it. This visa has been granted subject to the publication of Final Terms in accordance with Article 212-32 of the AMF's General Regulations, setting out the terms of the securities being issued.