

# SCHEDULE 1

# PLAN RULES

# GLOBAL SHARE PLAN



**GLOBAL SHARE PLAN**  
Powered by Lovinklaan



## 1 DEFINITIONS AND INTERPRETATION

**1.1** For the purpose of this Plan, the following capitalized terms shall have the meaning set forth below:

**Adoption Date:** means the date on which this Plan is adopted by the Executive Board;

**Cash Sub Account:** a non-interest bearing cash sub account for the benefit of each Participant maintained by the Custodian solely for the purpose of this Plan;

**Change of Control:** occurs if any individual, corporation, or other entity ("Party") shall become the (beneficial) owner of 30% or more of the outstanding share capital of the Company (other than (I) any Party who acquired such share capital prior to the Adoption Date, (II) Stichting Preferente Aandelen ARCADIS NV or Stichting Prioriteit ARCADIS NV, with their respective corporate seats in Arnhem, the Netherlands or (III) by reason of a merger in which the Company is the continuing corporation and which does not result in any reclassification of outstanding share capital of the Company);

**Company:** means ARCADIS NV with its corporate seat in Arnhem, the Netherlands;

**Custodian:** means the independent custodian as appointed by Lovinklaan;

**Deductions:** means the monthly deductions by the Employer from the Participant's net base pay in the local currency such base pay is paid out, or any alternative net monthly contribution by the Participant pursuant to the Participation Agreement, for the purpose of this Plan;

**Employee:** means a person employed with a company belonging to the Group;

**Employer:** means any Group Company employing the Participant;

**Executive Board:** means the board of directors (*raad van bestuur*) of the Company;

**Fair Market Value:** means the last available closing trading price of an Ordinary Share on the Stock Exchange as reported by Bloomberg or any other appropriate source;

**Force-Majeure:** means circumstances beyond the reasonable control of the Company and/or Lovinklaan - including, without limitation, extraordinary securities or currency restrictions - resulting in an extreme fluctuation or extreme fluctuations of the price of an Ordinary Share. The Plan Board will determine, at its sole discretion, whether a Force-Majeure has occurred;

**Group:** means the Company and its Subsidiaries;

**Group Company:** means the Company or any of its Subsidiaries;

**Leaver:** means any person who ceased to be an Employee;

**Lovinklaan:** means Stichting Lovinklaan with its registered address at Beaulieustraat 22, (6814 DV) Arnhem, the Netherlands;

**Monthly Saving Cycle:** means the 1 (one) month period during which a Participant saves by way of Deductions for the purpose of purchasing Ordinary Shares pursuant to this Plan;

**Ordinary Shares:** means the ordinary shares, and fractions thereof, of the Company with currently a par value of EUR 0.02 per share;

**Participant:** means an Employee who participates in the Plan and has executed a Participation Agreement;

**Participation Agreement:** means a form executed by a Participant and delivered to his Employer whereby the Participant – *inter alia* – acknowledges to be bound to the terms and conditions of this Plan;

**Personal Bank Account:** means a bank account of the Participant on which his salary is paid by his Employer or an account that is designated by the Participant from time to time and communicated to the Custodian;

**Plan:** means this Global Share Plan, otherwise known as GSP, in its present form or as from time to time amended in accordance with the provisions hereof;

**Plan Board:** means two members of the Executive Board and two members of the board of Lovinklaan (*stichtingsbestuur*);

**Plan Committee:** means a committee of 3 (three) members, 1 (one) member appointed by the Company and 2 (two) members appointed by Lovinklaan, to whom the Plan Board has delegated all or part of its powers in relation to this Plan. This definition includes any duly appointed agent or delegate of the Plan Committee;

**Purchase Right(s):** means the right of a Participant to purchase Ordinary Shares from Lovinklaan against a discounted price by way of allocation of the Saved Amounts as per the last day of a Monthly Saving Cycle;

**Release:** means the transfer of Ordinary Shares to the Share Sub Account of a Participant to effect a Purchase Right pursuant to the terms and subject to the conditions of this Plan;

**Saved Amounts:** means amounts saved by the Participant by way of Deductions;

**Share Sub Account:** the share sub account for the benefit of each Participant maintained by the

Custodian solely for the purpose of this Plan;

**Stock Exchange:** means the stock exchange of Euronext Amsterdam NV;

**Subsidiary:** means (I) a company in which the Company holds more than 50% of the voting share capital on the Adoption Date and approved by the Plan Board or (II) any entity appointed as a subsidiary by the Plan Board in its sole discretion;

**Tax-Related Items:** means the amount of any tax and/or social security contributions attributable to or payable in connection with the Plan, including the sale of any Ordinary Shares under or in connection with the Plan. Any amounts of tax and/or employee social security contributions that are treated as being due under a tax equalisation policy in connection with the Plan shall also be considered to be Tax-Related Items.

**1.2** Words or expressions used in this Plan shall where appropriate:

- (I) when denoting the masculine gender include the feminine and vice versa;
- (II) when denoting the singular include the plural and vice versa;
- (III) when referring to any enactments be construed as a reference to that enactment as for the time being consolidated, amended, re-enacted or replaced and shall include any regulations made there under;
- (IV) be construed such that the headings and sub-headings are for ease of reference only, and do not affect the interpretation of any Article;
- (V) when referring to any enactment or regulations under Dutch law be construed at the discretion of the Plan Board as a reference to other applicable laws or regulations of any other country (or region of a country);
- (VI) when referring to the Articles be taken to refer to the articles of this Plan; and
- (VII) references to tax and/or social security contributions and/or withholding taxes shall for the avoidance of doubt include the Netherlands and any other tax and/or social security laws to which an Employee who has been granted Purchase Rights may be subject.

## 2 PURPOSE AND TERM OF THE PLAN

**2.1** This Plan is designed to provide to Employees an incentive and encouragement to share ownership and to obtain for a Participant a proprietary interest in the pursuit of the growth, development, profitability, and financial success of the Group. In order to further such aims, Lovinklaan, in its sole discretion, has manifested

its current intention to make 3,000,000 (three million) Ordinary Shares available to Participants at a discounted purchase price as further set forth in this Plan.

**2.2** This Plan shall become effective on 31 December 2010 for an initial period of 5 (five) years. The Plan will automatically be extended with a one time period of 5 (five) years (thus until 31 December 2020), unless either the Company or Lovinklaan unilaterally (or both the Company and Lovinklaan) have given written notice to the other prior to 30 September 2015 to terminate the Plan. If the Plan will be automatically extended for a period of 5 (five) years, the Plan will automatically terminate on 31 December 2020 without any notice of termination being required.

**2.3** Notwithstanding Article 2.2, the Plan may also be terminated by Lovinklaan at any time with immediate effect by written notice to the Company if the number of Ordinary Shares referred to in Article 2.1 is not sufficient to meet all Purchase Rights under the Plan.

**2.4** The Company and Lovinklaan undertake to inform, and shall procure that the Plan Board shall inform, the Participants of the extension with another period of 5 (five) years in accordance with Article 2.2 and any termination of the Plan as soon as practical possible.

### 3 ADMINISTRATION

**3.1** The Plan shall be administrated by the Plan Board. The Plan Board shall have all powers and authorities under and in relation to this Plan.

**3.2** The Plan Board's interpretation and construction of any provision of this Plan, the Participation Agreement and any other agreement or document executed pursuant to this Plan shall be final and binding on all persons claiming interest under this Plan.

**3.3** The Plan Board may – under the instructions it deems appropriate – delegate its, or certain of its, powers under the Plan to the Plan Committee. If such delegation has occurred, the Plan Committee shall update the Plan Board in writing at least once per calendar year.

**3.4** No member of the Plan Board and/or Plan Committee shall be liable for any action or determination with respect to this Plan made in good faith.

### 4 PARTICIPANTS

**4.1** An Employee may become a Participant of this Plan subject to prior approval of his Employer.

**4.2** An Employee shall only become a Participant after having executed a Participation Agreement pursuant to which the Participant accepts the terms and conditions of this Plan and the Participation Agreement. The Participation Agreement shall be in such a form as

the Plan Board may determine from time to time.

**4.3** Following the receipt of the executed Participation Agreement by the Employer, Deductions under this Plan will commence as per the earlier of (I) 1 January or (II) 1 July, if and insofar practically possible.

**4.4** Notwithstanding Article 4.3, if a person becomes an Employee and per the date his employment starts also a Participant, Deductions will commence per the following Monthly Saving Cycle, if and insofar practically possible.

### 5 PAYROLL DEDUCTIONS AND SAVINGS

**5.1** Pursuant to the execution of the Participation Agreement, a Participant authorizes his Employer to make Deductions. The minimum and maximum amount of Deductions under this Plan shall be EUR 25 respectively EUR 400. In case the Participant's net base pay is in another currency than Euros, the Plan Board shall apply local currency rates as per 1 January of each calendar year in order to determine minimum or maximum amounts of Deductions for the respective calendar year. Deductions may be suspended if the amount of Deductions, as converted into Euros based on the currency rates as determined by the Plan Board for the purpose of this Plan, will be less than the minimum amount or more than the maximum amount of Deductions as stipulated in the Participation Agreement.

**5.2** The Employer is to ensure that Deductions shall be made regularly and in equal amounts until the termination of this Plan, or until the Participant elects to discontinue participation or ceases to be an Employee. The Employer shall credit Saved Amounts, as promptly as practicable, to the Cash Sub Account.

**5.3** Provided that Deductions have been made during the two previous Monthly Saving Cycles, the Participant may discontinue his participation in the Plan by delivering a written notice to the Employer, in accordance with article 3 of the Participation Agreement. In case the Deductions for the running Monthly Saving Cycle have not yet been made at the moment the Employer receives the written notice for discontinuation, no Deductions shall be made for the running Monthly Saving Cycle and the discontinuation shall have immediate effect. In case the Deductions for the running Monthly Saving Cycle have already been made at the moment the Employer receives the written notice for discontinuation, Ordinary Shares shall be purchased by allocating the Deductions for the running Monthly Saving Cycle in accordance with the provisions of the Plan and the discontinuation will become effective as of the first date of the following Monthly Saving Cycle.

**5.4** Upon discontinuation as meant in Article 5.3 above, the Participant is excluded from participation in the Plan for a period of 6 (six) months as of the date the discontinuation became effective.

**5.5** In accordance with article 3 of the Participation Agreement, a Participant may change his Deductions twice per calendar, effective as per 1 January and 1 July of each calendar year.

### 6 PURCHASE RIGHT OF ORDINARY SHARES

**6.1** The Plan Board shall have the authority to establish the procedures pursuant to which Ordinary Shares shall be Released.

**6.2** Lovinklaan shall procure that up to a maximum of 3,000,000 (three million) Ordinary Shares shall be available for transfer to satisfy the Release to the fullest extent possible taking account of any other obligations of Lovinklaan to procure the provision of Ordinary Shares.

**6.3** Subject to the relevant Deductions being credited to the Cash Sub Account by the Employer, a Release of Ordinary Shares shall be effected by Lovinklaan transferring the relevant Ordinary Shares, or procuring that the relevant Ordinary Shares shall be transferred, to the Participant as soon as practicable following the last date of a Monthly Saving Cycle. In order to effectuate the Participant's Purchase Right, there shall be purchased for the Share Sub Account the number of Ordinary Shares determined by dividing (I) the balance in a Participant's Cash Sub Account at the last day of a Monthly Saving Cycle by (II) the purchase price of the Ordinary Shares as determined pursuant to Article 6.4 hereof.

**6.4** The purchase price per Ordinary Share shall be equal to the Fair Market Value of the Ordinary Shares on the last date of the relevant Monthly Saving Cycle less a 20% (twenty percent) discount thereof.

### 7 CASH SUB ACCOUNT AND SHARE SUB ACCOUNT

**7.1** A Cash Sub Account and a Share Sub Account will be maintained for each Participant in the Plan. Statements of accounts will be provided to Participants by the Custodian at least annually, which statements will set forth the Deductions, the number of Ordinary Shares purchased by the Participant and the purchase price.

**7.2** Each Cash Sub Account and Share Sub Account shall be for the benefit of each respective Participant. All property in the Cash Sub Account and in the Share Sub Account shall be clearly identified as the property of the respective Participant in which no Group Company nor Lovinklaan shall have any interest.

**7.3** Each Cash Sub Account and Share Sub Account shall be solely used for the purpose of this Plan, and therefore only made available for Deductions made and Ordinary Shares purchased under the Plan and any dividends received on those Ordinary Shares.

**7.4** The Cash Sub Account and/or Share Sub Account shall be available to the Employee as long as necessary in order to effectuate his rights and obligations under the Plan, to be determined by the Plan Board at its sole discretion. In case the Employee is no longer a Participant for a continuous period of 12 (twelve) months the Employee shall within 1 (one) month thereafter instruct the Custodian (I) to sell all or part of the Ordinary Shares and transfer the corresponding cash proceeds to his Personal Bank Account and/or (II) to transfer the (remaining) Ordinary Shares to a private share account qualified to register and to trade the Ordinary Shares. The Employee shall provide the Custodian with all relevant details the Custodian may request concerning the Employee's Personal Bank Account and/or share account.

**7.5** In case the Employee does not provide for a private share account within the 1 (one) month period as meant in Article 7.4, the Custodian will be authorized to sell for and on behalf of the Employee the Ordinary Shares held on the Share Sub Account within 5 (five) business days after the aforementioned 1 (one) month period has lapsed. Any proceeds realized with the sale of the Ordinary Shares, less any deductions for costs and taxes related to this sale and transfer and without any interest, shall be transferred to the Personal Bank Account designated by the Employee.

**7.6** Upon termination of this Plan pursuant to Article 2 or Article 14.5, all outstanding Purchase Rights shall be terminated as per the date of termination of the Plan. As of the date of termination of the Plan, Ordinary Shares may no longer be purchased pursuant to this Plan and the balance of the Participant's Cash Sub Account shall be refunded to such Participant as soon as practical thereafter. The Ordinary Shares held on the Share Sub Account that are no longer subject to the blocking period as mentioned in Article 8.1 will be transferred to a private share account or sold, as designated by the Participant. In case the Participant does not provide for a private share account and/or sale instruction within 13 (thirteen) months after termination of the Plan, the Custodian will be authorized to sell for and on behalf of the Participant the Ordinary Shares held on the Share Sub Account within 5 (five) business days after the aforementioned 13 (thirteen) months period has lapsed. Any proceeds realized with the sale of the Ordinary Shares and any (dividend) contributions received on those Ordinary Shares that are still available

on the Share Sub Account (if any), less any deductions for costs and taxes related to this sale and transfer and without any interest, shall be transferred to the Personal Bank Account designated by the Participant.

## **8 BLOCKING PERIOD, LEAVER AND SALE OF ORDINARY SHARES**

**8.1** Any Ordinary Share purchased pursuant to this Plan can only be transferred or assigned after a 1 (one) year period. As long as Ordinary Shares are held on the Share Sub Account, such Ordinary Shares cannot be pledged, charged or encumbered whatsoever.

**8.2** In case the Employee wants to sell or transfer some of his Ordinary Shares held on the Share Sub Account, such sale or transfer will be construed in accordance with the chronological order of the purchase date of the Ordinary Shares held on the Share Sub Account ("first purchased, first sold" principle).

**8.3** In case an Employee becomes a Leaver:

- (I) any outstanding Purchase Rights shall be cancelled as of the date the Employee becomes a Leaver. To the extent any Deductions for the running Monthly Saving Cycle have already been made at the moment the Employee becomes a Leaver, the balance of his Cash Sub Account shall be paid to such Leaver after the last date of the running Monthly Saving Cycle as soon as practically possible;
- (II) any Ordinary Shares that are subject to the blocking period as referred to in Article 8.1 will be released from such restriction as soon as practically possible and (a) transferred to a private share account and/or (b) sold as designated by the Leaver; and
- (III) any other Ordinary Shares held on the Share Sub Account by the Leaver will be (a) transferred to a private share account and/or (b) sold as designated by the Leaver.

**8.4** In case the Leaver does not provide for a private share account and/or sale instruction to the Custodian within 1 (one) month after becoming a Leaver, the Custodian will be authorized to sell for and on behalf of the Leaver the Ordinary Shares held on the Share Sub Account within 5 (five) business days after the aforementioned 1 (one) month period has lapsed. Any proceeds realized with the sale of the Ordinary Shares, less any deductions for costs and taxes related to this sale and transfer and without any interest, shall be transferred to the Personal Bank Account designated by the Leaver.

**8.5** All costs - such as administration, banking and conversion costs - in connection with:

- (I) the execution of this Article 8;

- (II) the Cash Sub Account and/or the Share Sub Account; and
  - (III) the Ordinary Shares
- are for the account of the Leaver as of the date the Employee becomes a Leaver.

## **9 INTERNATIONAL ASSIGNMENT**

**9.1** In case an Employee ceases to be employed by the Employer (as referred to in his Participation Agreement) and is immediately thereafter reinstated as an Employee by another Group Company, his participation in the Plan automatically discontinues. If the Employee wishes to renew his participation in the Plan, notwithstanding Article 5.3 and 5.4 of the Plan, he will need to execute a new Participation Agreement with the other Group Company within 1 (one) month as of the date his employment with the other Group Company commences.

**9.2** In case the Employee does not execute a Participation Agreement with the other Group Company within the 1 (one) month period as mentioned in Article 9.1 of the Plan, the Employee shall – in accordance with Article 5.3 and 5.4 of the Plan – be excluded from Participation in the Plan.

## **10 ADJUSTMENTS AND REORGANIZATIONS**

**10.1** The existence of this Plan shall not affect or restrict in any way the right or power of the Executive Board or the shareholders of the Company to make or authorize any adjustment, recapitalization, reorganization, or other change in the Company's capital structure or its business, any merger or consolidation, any issuance of securities, the dissolution or liquidation of the Company, any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding.

**10.2** In the event of any change in capitalization affecting the Ordinary Shares, such as a share split, recapitalization, merger, consolidation, split-up, combination, subdivision, reclassification, or exchange of shares or other form of reorganization, or any other change affecting the Ordinary Shares, the Plan Board may determine (in order to preserve the rights of the Participants) that proportionate adjustments will be made with respect to (I) the aggregate number of Ordinary Shares which may be covered by the Plan, (II) the maximum number of Ordinary Shares which may be sold to any Participant, and/or (III) the purchase price per Ordinary Share.

**10.3** The Plan Board may also make such adjustments in the number of Ordinary Shares covered by the Plan, outstanding Purchase Rights, and the purchase price provided therein, in the event of a spin-off or

distribution (other than normal cash distribution) of Company assets to shareholders.

## 11 CHANGE OF CONTROL

In order to maintain the Participants' rights in the event of a Change of Control, the Plan Board in its discretion may, at any time prior to or coincident with or after the time of a Change of Control, make such adjustments to outstanding Purchase Rights as the Plan Board deems appropriate to reflect such Change of Control or cause the outstanding Purchase Rights to be assumed, or new Purchase Rights substituted therefore, by the surviving corporation in such Change of Control. The Plan Board may, in its discretion, include such further provisions and limitations in any Purchase Right as it may deem equitable. Upon a Change of Control, the Plan Board may also, if it deems it necessary or advisable, terminate the outstanding Purchase Rights, coincident with the consummation of such Change of Control, and terminate the Plan as of such time.

## 12 ASSIGNABILITY

Save as otherwise provided for in this Plan, no rights hereunder (conditional or otherwise) shall be capable of being transferred, assigned, charged, pledged or encumbered by a Participant and any attempt to do so by a Participant will cause the Participant's participation hereunder to lapse with immediate effect. In addition, a Participant's rights under this Plan are not subject, in any manner, to alienation, sale, transfer, pledge, attachment or garnishment by creditors of the Participant or by the beneficiaries of the Participant.

## 13 RIGHTS AS A SHAREHOLDER

**13.1** After the Release, and save for the restrictions and obligations imposed upon the Participant pursuant to Article 8, the Participant shall have all shareholders' rights attached to the Ordinary Shares. Prior to the Release, the Participant shall have no rights as a shareholder with respect to Ordinary Shares covered by a Purchase Right. No adjustment will be made for dividends or other rights for which the record date is prior to such Release.

**13.2** The Custodian will, on behalf of Lovinklaan and the Participant, convert any net cash dividends received from the Company on the (blocked) Ordinary Shares held on the Share Sub Account into Ordinary Shares, which are to be acquired and credited to the Share Sub Account as soon as practically possible. For the purpose hereof, the number of Ordinary Shares to be received equals the net dividend payable divided by the Fair Market Value on the date the dividend becomes payable. Those Ordinary Shares are not subject to the blocking period as meant in Article 8.1.

## 14 AMENDMENTS AND TERMINATION

**14.1** Subject to Article 14.3, the Plan Board may from time to time at its absolute discretion amend any of the Articles of this Plan. Written notice of any amendment made in accordance with this Article 14.1 shall be given to those Participants affected by such amendment.

**14.2** The Plan Board shall have the power from time to time to make or vary further rules relating to the administration of this Plan and to amend the terms or impose further conditions hereunder to take account of taxation, securities laws or exchange control laws provided always that such regulations, terms and conditions do not conflict with the provisions of this Plan.

**14.3** No amendment, waiver or replacement to or of this Plan, any Article or regulations for the administration of this Plan shall be made to the extent to which it would have a detrimental effect on the subsisting rights of Participants except with consent on their part.

**14.4** The Plan Board may at any time resolve that no further Ordinary Shares will be made available to Participants under this Plan, and in such event no further Ordinary Shares will be made available but in all other respects the provisions of this Plan shall remain in full force and effect.

**14.5** The Plan Board may terminate or suspend the Plan as it deems necessary in case of Force-Majeure.

## 15 MISCELLANEOUS

**15.1** Subject to the terms of the Participation Agreement, any notice or other document required to be given hereunder to any Participant shall be delivered to him at his home address or such other address as may appear to the Plan Board to be appropriate or in any other format agreed in advance between the Participant and the person giving the notice on behalf of the Plan Board. Any notice or other document required to be given to any Group Company, the Plan Board, or the Executive Board shall be delivered in a format agreed in advance between the Participant and the person receiving the notice.

**15.2** The Plan Board may, at its absolute discretion, issue written guidance setting out the procedures whereby the Plan shall be operated. If such written guidance is issued to any Group Company, that Group Company shall be obliged to act in accordance with that written guidance except that in the event of a conflict between any such written guidance and the Articles, the Articles will take precedence.

**15.3** Participants shall be subject to and bound by the terms and conditions of applicable regulations concerning inside information. Such rules may restrict the rights of the Participants under this Plan.

Participants are expected to be familiar with the regulations concerning inside information and any other information, guidance and/or regulations issued by the Company or relevant government or regulatory bodies, and the Company shall incur no liability should the Participant act in breach of these rules.

**15.4** The decision of the Plan Board in any dispute or question relating to this Plan shall be final and conclusive subject to the terms of this Plan.

**15.5** The Plan shall be governed by and shall be construed in accordance with the laws of the Netherlands.

**15.6** All Group Companies, Lovinklaan and the Participants irrevocably submit, in respect of any suit, action or proceeding related to the interpretation or enforcement of the Plan, to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.