

If you are acting in a representative capacity on behalf of a Class Member (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. All claimants **MUST** submit a manually signed paper Proof of Claim and Release form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-888-294-3884 or visit their website at www.gilardi.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgement of receipt and acceptance of electronically submitted data.

III. CLAIM FORM

Use Part II of this form entitled "Schedule of Transactions in Alstom ADS Traded on the New York Stock Exchange" or Part III entitled "Schedule of United States Residents' Transactions in Alstom Ordinary Shares on Non-United States Exchanges" to supply all required details of your transaction(s) in such securities. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to **all** of your purchases of Alstom ADS on the New York Stock Exchange and/or Alstom ordinary shares on non-United States exchanges which took place at any time between August 3, 1999 through August 6, 2003, inclusive (the "Class Period"), and **all** of your sales of Alstom ADS on the New York Stock Exchange and/or Alstom ordinary shares on non-United States exchanges which took place at any time between August 3, 1999 through November 4, 2003, inclusive, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to **all** of the Alstom ADS or ordinary shares you held at the close of trading on August 2, 1999, and at the close of trading on August 6, 2003 and on November 4, 2003. Failure to report all such transactions may result in the rejection of your claim.

List each transaction in the Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a "short sale" is deemed to be the date of purchase of Alstom ADS or ordinary shares. The date of a "short sale" is deemed to be the date of sale of Alstom ADS or ordinary shares.

Copies of stockbroker confirmation slips, stockbroker statements, or other documents evidencing your transactions in Alstom ADS or ordinary shares should be attached to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.



**PART III. SCHEDULE OF UNITED STATES RESIDENTS' TRANSACTIONS IN ALSTOM ORDINARY SHARES
ON NON-UNITED STATES EXCHANGES**

A. Country of Residence on August 3, 1999:

B. Number of Alstom ordinary shares purchased by U.S. residents on non-U.S. exchanges and held at the close of trading on August 2, 1999. If none, write "0." If other than zero, must be documented.

Proof Enclosed?
 Y
 N

Country of Residence at time of Purchase(s):

C. Purchases of Alstom ordinary shares on non-U.S. exchanges by U.S. residents during the time period between August 3, 1999 through August 6, 2003, inclusive. If none, write "0." If other than zero, must be documented.

PURCHASES

	Trade Date Month/Day/Year	Name of Exchange Purchased on	Number of Ordinary Shares Purchased	Total Purchase Price (Excluding Commissions, Taxes and Fees)	Proof of Purchase Enclosed?
	M M / D D / Y Y			€	
1.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
2.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
3.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Y <input type="radio"/> N

IMPORTANT: Identify by number listed above all purchases in which you covered a "short sale":

During the time period between August 3, 1999 through November 4, 2003, inclusive, I purchased Alstom ordinary shares on non-U.S. exchanges while I was a U.S. resident. If none, write "0." If other than zero, must be documented.

Proof Enclosed?
 Y
 N

Country of Residence at time of Sale(s):

D. Sales of Alstom ordinary shares on non-U.S. exchanges by U.S. residents during the time period between August 3, 1999 through November 4, 2003, inclusive. If none, write "0." If other than zero, must be documented.

SALES

	Trade Date Month/Day/Year	Name of Exchange Sold on	Number of Ordinary Shares Sold	Total Sales Price (Exclusive of Commissions, Taxes and Fees)	Proof of Sales Enclosed?
	M M / D D / Y Y			€	
1.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
2.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
3.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Y <input type="radio"/> N

E. Number of Alstom ordinary shares purchased by U.S. residents on non-U.S. exchanges and held at the close of trading on August 6, 2003. If none, write "0." If other than zero, must be documented.

Proof Enclosed?
 Y
 N

F. Number of Alstom ordinary shares purchased by U.S. residents on non-U.S. exchanges and held at the close of trading on November 4, 2003. If none, write "0." If other than zero, must be documented.

Proof Enclosed?
 Y
 N

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

**YOU MUST READ AND SIGN THE RELEASE ON PAGE 7. FAILURE TO SIGN THE RELEASE
MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**



IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release form under the terms of the Settlement Agreement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim (including transactions in other Alstom securities, such as options) if requested to do so. I (We) have not submitted any other claim covering the same purchases or sales of Alstom ADS or ordinary shares during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the Released Persons.

2. "Released Claims" means all rights, demands, claims, whether known or unknown (including, but not limited to, "Unknown Claims"), and causes of action of every nature and description, in law or equity, whether arising under federal, state, local, statutory or common law, foreign law, or other law, rule or regulation, whether fixed or contingent, liquidated or unliquidated, matured or un-matured, accrued or unaccrued, that were asserted or could have been asserted in the Securities Actions, the Consolidated Action or any other action or forum by Plaintiffs or Class Members against the Released Persons including without limitation, all claims arising out of, or relating to, directly or indirectly, in whole or in part, any of the claims, facts, circumstances, matters, allegations, transactions, events, disclosures, statements, acts or omissions which were alleged or that could have been alleged in the Securities Actions or the Consolidated Action, and that relate to the purchase or acquisition of Alstom ADSs or Alstom ordinary shares during the Class Period by Class Members. Released Claims, however, do not include claims to enforce the Settlement. With respect to Class Members who purchased Alstom ordinary shares on non-United States exchanges, Released Claims include only claims or causes of actions arising under United States (whether federal, state, local, statutory, common or other) law. For Class Members who purchased Alstom ordinary shares on non-United States exchanges, Released Claims do not include claims or causes of actions arising under non-United States law.

3. "Released Persons" means the Defendants, the Insurers, Alcatel SA, Marconi PLC, Credit Suisse First Boston (Europe) Ltd., Société Générale, Merrill Lynch International, ABN AMRO Rothschild, BNP Paribas SA, Credit Agricole Indosuez Lazard Capital Markets, Morgan Stanley & Co. International Ltd., UBS A.G., Philippe Jaffre, Patrick Kron, James Milner, William Purves, Klaus Esser, John Mayo, Lord George Simpson, Serge Tchuruk and Jean-Pierre Halbron, and each and all of their respective present and former parents, subsidiaries, affiliates (as defined in 17 C.F.R. §210.1-02(b)), predecessors, successors, and assigns, and each and all of their present or former general or limited partners and partnerships, joint venturers, directors, officers, principals, employers, employees, shareholders, members, attorneys, insurers, reinsurers, accountants, consultants, financial advisors, investment bankers, commercial bank lenders, agents, representatives, associates, successors, spouses, personal representatives, executors, administrators, successors, heirs and assignees of each of the foregoing.

4. "Unknown Claims" means any and all Released Claims which any Settlement Class member (including Lead Plaintiff) does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its decision to enter into this settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiff shall expressly waive, and each Settlement Class member shall be deemed to have expressly waived, by operation of the Judgment, to the fullest extent permitted by law any and all provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiff shall expressly waive and each Class Member shall be deemed by operation of the Judgment to have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or international or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542. It is understood that the Lead Plaintiff and the Settlement Class members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff shall expressly fully, finally and forever settle and release, and each Settlement Class member, shall be deemed by operation of the Judgment to have, fully, finally, and forever settled and released, upon the occurrence of the Effective Date, any and all Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, and whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or may come into existence in the future, including, but not limited to, conduct that is negligent, grossly negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge, and the Settlement Class members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

This release shall be of no force or effect unless and until the Court approves the Settlement Agreement and the Settlement becomes effective on the Effective Date.

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Alstom ADS or ordinary shares which occurred during the Class Period as well as the number of Alstom ADS or ordinary shares held by me (us) at the close of trading on August 2, 1999 and at the close of trading on August 6, 2003 and on November 4, 2003.



I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT ALL OF THE FOREGOING INFORMATION SUPPLIED ON THIS PROOF OF CLAIM AND RELEASE FORM BY THE UNDERSIGNED IS TRUE AND CORRECT.

Executed this _____ day of _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser, Executor or Administrator)

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Beneficial Purchaser, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach all supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
6. If you move, please send the Claims Administrator your new address.



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