

Alstom S.A.

A French *société anonyme* (joint stock company) with a share capital of €1,555,473,297.00
Having its registered office at 48, rue Albert Dhalenne, 93400 Saint-Ouen, France
Registered with the Trade and Companies Register under No. 389 058 447 R.C.S. Bobigny
(the “**Company**”, or “**Alstom**”)

GENERAL SHAREHOLDERS’ MEETING TO BE HELD ON JULY 17, 2018

**REPORT OF THE BOARD OF DIRECTORS ON THE CONTEMPLATED CONTRIBUTION
TO ALSTOM OF ALL THE SHARES IN SIEMENS MOBILITY HOLDING B.V. AND ALL
THE SHARES IN SIEMENS MOBILITY GMBH HELD BY SIEMENS MOBILITY
HOLDING S.À R.L. (Resolution 14)**

The purpose of this report (the “**Report**”), prepared pursuant to Articles L. 236-9, paragraph 4, and R. 236-5 of the French Commercial Code, is to describe, from a legal and economic standpoint, the reasons for and terms and conditions of the proposed contribution, subject to the spin-off regime (*régime juridique des scissions*), by which Siemens Mobility Holding S.à r.l, a *société à responsabilité limitée* incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8-10 avenue de la Gare, L-1610 Luxembourg City, Luxembourg, registered with the Luxembourg Trade and Companies Register under no. B 219459 (the “**Luxembourg Contributing Company**”, and together with Alstom, the “**Parties**”), would contribute to Alstom, a number of ordinary shares representing 100% of the share capital and voting rights of Siemens Mobility GmbH and a number of ordinary shares representing 100% of the share capital and voting rights of Siemens Mobility Holding B.V., pursuant to the provisions of a contribution agreement entered into by and between the Parties on May 17, 2018 (the “**Luxembourg Contribution Agreement**”).

The Luxembourg Contribution (as defined below) will be submitted to Alstom’s general shareholders’ meeting to be held on July 17, 2018 (the “**General Shareholders’ Meeting**”).

This Report is made available to the shareholders on the website of the Company (<http://www.alstom.com/>) and at its registered office, as provided for by the laws and regulations applicable.

In accordance with Article 212-34 of the General Regulation of the French Market Authority (*Autorité des marchés financiers - AMF*), the Company registered on June 6, 2018 a document E with the AMF (the “**Document E**”). The Document E, available free of charge at the Company’s registered office, on its website (<http://www.alstom.com/>) and on the AMF website (www.amf-france.org), constitutes the Appendix 2 to this Report.

PROPOSED CONTRIBUTION SUBJECT TO THE SPIN-OFF REGIME

Dear Shareholders,

The Company and Siemens AG (“**Siemens AG**”) entered into a *Memorandum of Understanding* on September 26, 2017 in connection with the possible combination of the Siemens group’s mobility business including its rail traction drives business (the “**Siemens Target Business**”) with Alstom (the “**Contemplated Transaction**”). A *Business Combination Agreement* setting out the terms and conditions of the Contemplated Transaction was executed on March 23, 2018 between Siemens AG and the Company (the “**Business Combination Agreement**”).

The Company and Siemens AG have agreed that the Contemplated Transaction will be structured as a contribution whereby two directly or indirectly wholly owned Siemens entities, the Luxembourg Contributing Company and Siemens France Holding SAS (the “**French Contributing Company**”, and together with the Luxembourg Contributing Company, the “**Contributing Companies**”) will indirectly contribute the Siemens Target Business to Alstom (the “**Contribution**”).

In consideration for the Contribution, the Contributing Companies will receive together in total (i) two hundred twenty seven million three hundred fourteen thousand six hundred fifty-eight (227,314,658) ordinary shares of Alstom representing fifty point sixty-seven percent (50.67%) of the issued share capital of Alstom as of the Determination Date (as defined below) and no less than fifty percent (50%) of the share capital of Alstom on a Fully Diluted basis (as defined in the Business Combination Agreement) upon Closing (as defined below) and, (ii) eighteen million nine hundred forty-two thousand eight hundred eighty-eight (18,942,888) warrants to be issued by Alstom, enabling Siemens Group entities, in the event of exercise of all such warrants, to subscribe to a number of Alstom shares achieving a two (2) percentage points increase in the Siemens group’s shareholding in Alstom on a Fully Diluted basis as of the Closing Date (as defined below) of fifty percent (50%) (including dilution resulting from the exercise of such warrants) at the time of the exercise of the warrants, in accordance with the terms and conditions of the Business Combination Agreement.

The Parties have agreed that the Luxembourg Contribution (as defined below) will be governed by (i) the *scission* regime set out in Articles 1030-1 to 1033-1 (excluding Article 1031-16) of the Luxembourg Law on Commercial Companies dated August 10, 1915 (as amended, the “**Law of 1915**”), in accordance with Article 1040-2 of the Law of 1915 and (ii) the spin-off regime (*régime juridique des scissions*) set out in Articles L. 236-1 to L. 236-6 and L. 236-16 to L. 236-21 of the French Commercial Code, in accordance with Articles L. 236-6-1 and L. 236-22 of the French Commercial Code.

The Contribution is structured as two contributions of shares, free and clear of any encumbrance, subject to the spin-off regime (*régime juridique des scissions*): (i) the contribution by the French Contributing Company of the part of the Siemens Target Business operated by Siemens entities in France (including through, as the case may be, any French and foreign subsidiaries and activities) to Alstom pursuant to the terms and conditions of the contribution agreement entered into on May 17, 2018 between the French Contributing Company and Alstom (the “**French Contribution Agreement**”) through the contribution of a number of ordinary shares representing 100% of the share capital and voting rights of Siemens Mobility SAS in consideration for eight million five hundred five thousand six hundred nineteen (8,505,619) ordinary shares of Alstom to be listed on Euronext Paris (the “**French Contribution**”) and (ii) the contribution of the rest of the Siemens Target Business to Alstom pursuant to the terms and conditions of the Luxembourg Contribution Agreement through the contribution of (a) a number of ordinary shares representing 100% of the share capital and voting rights of Siemens Mobility Holding B.V. and (b) a number of ordinary shares representing 100% of the share capital and voting rights of Siemens Mobility GmbH in consideration for (x) two hundred

eighteen million eight hundred nine thousand thirty-nine (218,809,039) ordinary shares of Alstom to be listed on Euronext Paris and (y) eighteen million nine hundred forty-two thousand eight hundred eighty-eight (18,942,888) warrants to be issued by Alstom (the “**Luxembourg Contribution**”).

Within thirty (30) days after Closing, the Company shall contribute to Alstom Holdings, its directly and indirectly wholly-owned subsidiary, the shares in Siemens Mobility SAS, Siemens Mobility Holding B.V. and Siemens Mobility GmbH received from the French Contributing Company and the Luxembourg Contributing Company under the Contribution (the “**Alstom Contribution**”). The Alstom Contribution is also submitted for approval to the General Shareholders’ Meeting (Resolution 19).

We propose that you approve the Luxembourg Contribution, the terms and conditions of which have been agreed upon by the Board of Directors of Alstom on May 15, 2018, the Luxembourg Contribution Agreement having been signed by the Chief Executive Officer of Alstom on May 17, 2018. The reasons, purposes and features of this transaction are detailed in the Luxembourg Contribution Agreement which constitutes the Appendix 1 to this Report.

The Luxembourg Contribution Agreement has been filed with the Commercial Court (*tribunal de commerce*) of Bobigny on May 18, 2018 under No. 31629 on behalf of the Company, and the extract of the Luxembourg Contribution Agreement - signed between the Company and the Luxembourg Contributing Company on May 17, 2018 before a Luxembourg notary in accordance with Luxembourg law - has been filed with the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés de Luxembourg*) on May 23, 2018 under No. L180079719 and subsequently published on the Luxembourg electronic Official Gazette (*Recueil Electronique des Sociétés et Associations*) on the same date under No. RESA_2018_113.602 on behalf of the Luxembourg Contributing Company.

This Report explains and justifies the Luxembourg Contribution, from a legal and economic standpoint, in particular regarding the Consideration (as defined below) and the valuation methods used. The terms and conditions of the Luxembourg Contribution are further described in the Luxembourg Contribution Agreement which constitutes the Appendix 1 to this Report.

1. Reasons for and objectives of the transaction

The Luxembourg Contribution is part of the contemplated strategic combination between the Siemens Target Business and the Company’ activities. The Contribution is based on a compelling industrial logic and will result in the creation of a key global player in the transport industry (the “**Combined Business**”). The Siemens Target Business and the Company would benefit from highly complementary strengths, both geographically and strategically speaking, resulting in the Combined Business being well positioned to address the future needs of the transport industry. In particular, through the respective positioning of the Siemens Target Business and the Company, the Combined Business is expected to benefit from attractive worldwide growth prospects. The Contemplated Transaction would allow the Combined Business to offer a significantly increased range of diversified product and solution offerings to meet multi-faceted, customer-specific needs, from cost-efficient mass-market platforms to high-end technologies. Customers would significantly benefit from a well-balanced larger geographic footprint, a comprehensive portfolio offering and significant investment into digital services.

2. Preliminary transactions, Carve-out

On the date of the Luxembourg Contribution Agreement, the Siemens Target Business is not held by a separate sub-group within the Siemens Group but by Siemens AG and various legal entities within the Siemens Group. In order to allow the combination of the Siemens Target Business into the Combined Business, Siemens AG shall, and shall cause its affiliates to separate the business activities of the Siemens Target Business (including the Siemens Target Business assets, the Siemens Target Business

liabilities and the Siemens Target Business employees), from the other business activities carried out by the Siemens Group in accordance with the principles laid down in the Business Combination Agreement and in compliance with applicable laws (the “**Siemens Target Business Carve-Out**”), provided however that, as far as the portion of the Siemens Target Business which is conducted in the Netherlands is concerned, the separation is subject to the satisfaction of a condition precedent relating to the compliance with provisions of the Social and Economic Council Merger Regulation for the protection of employees and the Section 25 of the Dutch Works Council Act.

For the purpose of the Siemens Target Business Carve-Out, the Luxembourg Contributing Company has acquired or assumed or would acquire or assume, prior to the Closing, all the shares of two companies : (i) Siemens Mobility GmbH, incorporated in Germany, and (ii) Siemens Mobility Holding B.V., incorporated in the Netherlands, which will eventually operate, or own the companies operating, the Siemens Target Business, other than such portion of the Siemens Target Business operated by Siemens entities in France (including through, as the case may be, any French and foreign subsidiaries and activities), in accordance with and subject to the terms and conditions of the Business Combination Agreement.

3. Financial statements used as basis to establish the terms and conditions of the Luxembourg Contribution

– For the Company

The terms and conditions of the Luxembourg Contribution have been established on the basis of Alstom’s financial statements as at March 31, 2017.

– For the Luxembourg Contributing Company

The terms and conditions of the Luxembourg Contribution have been established by the Parties based on estimated combined accounts of the Siemens Target Business as of September 30, 2017 as if the transfers (contributions or acquisitions) to the Luxembourg Contributing Company to be implemented as part of the Siemens Target Business Carve-Out had been completed as of September 30, 2017.

The financial statements, accounts and reports referred to in Articles R. 236-3 of the French Commercial Code and 1040-2 and 1021-7 of the Law of 1915 (including, as the case may be, the approved annual accounts relating to the financial year ended December 31, 2017 of the Luxembourg Contributing Company) will be made available at the registered offices of the relevant Party at least thirty (30) calendar days prior to each Party’s shareholders’ meeting convened to approve the Luxembourg Contribution.

4. French contribution appraiser (*commissaire à la scission*) and Luxembourg independent expert (*réviseur d’entreprise*)

– French contribution appraiser (*commissaire à la scission*)

By a court order (*ordonnance*) dated November 16, 2017, the President of the Commercial Court of Bobigny appointed Mr. Olivier Péronnet (Finexsi), as appraiser of the spin-off (*commissaire à la scission*) in order to prepare the reports reproduced in Appendix 6.1 to the Document E.

In accordance with applicable legal and regulatory provisions, such reports are made available to you on the Company’s website (<http://www.alstom.com/>) and at the registered office of the Company in view of the General Shareholders’ Meeting.

– Luxembourg independent expert (*réviseur d’entreprise*)

Irrespective of the mandatory appointment under French law of the contribution appraiser for the purpose of the Luxembourg Contribution and the French Contribution, the Luxembourg Contributing Company's board of managers has appointed BDO Audit, independent auditor (*réviseur d'entreprises agréé*), as independent expert (*réviseur d'entreprise*) in charge of examining the Luxembourg Contribution Agreement and preparing a written report for the attention of the Luxembourg Contributing Company's shareholders, in accordance with Article 1031-6 of the Law of 1915.

The report of the Luxembourg independent expert will be made available to the shareholders of the Luxembourg Contributing Company at its registered office at least one month prior to the Luxembourg Contributing Company's shareholders' meeting called to approve the Luxembourg Contribution. Such report is reproduced in Appendix 6.2 to the Document E.

5. Identification and valuation of the shares to be contributed under the Luxembourg Contribution

The Luxembourg Contribution would comprise: 100% of the shares of Siemens Mobility GmbH, and 100% of the shares of Siemens Mobility Holding B.V. (the "**Contributed Shares**"), it being specified that (i) Siemens Mobility GmbH will, in particular, acquire or assume the German Siemens Target Business (including, the shares of Siemens Traction Gears GmbH, the shares of Hacon GmbH, and, directly or indirectly certain other shareholdings), 100% of the shares of Siemens Mobility AG (Switzerland), directly or indirectly 100% of Siemens Mobility GmbH (Austria), 100% of the shares of Siemens Mobility, Inc. (the United-States), 100% of the shares of Siemens Rail Automation Holdings Ltd (the United-Kingdom), 100% of the shares in Siemens Mobility Ulasim Sistemleri A.S. (Turkey) and 99.99% of the shares in OOO Siemens Mobility (Russia); (ii) Siemens Mobility Holding B.V. will own (x) directly or indirectly the entirety of the Siemens Target Business other than such portion of the business that will be held by Siemens Mobility GmbH and Siemens Mobility SAS or (y) the cash value of portion of such business or shares referred to in (i) and (ii)(x) in case of transfers under a Deferred Transfer Agreement or a Direct Asset Deal (as these terms are defined in the Business Combination Agreement); and (iii) Siemens Mobility GmbH or Siemens Mobility Holding B.V. will own a cash amount corresponding to the value of the shares of the German real estate vehicle. The Parties expressly agree that there is no encumbrance related to the Contributed Shares to be transferred to the Company.

For accounting purposes with regard to the Luxembourg Contribution, the value of the Contributed Shares is based on their book value, in accordance with Regulation no. 2014-03 of June 5, 2014, concerning the general accounting plan (*plan comptable général*) of the French Accounting Standards Authority (*Autorité des normes comptables*), as updated on January 1, 2016 and completed by Regulation no. 2016-07 of November 4, 2016 (as the Luxembourg Contribution is a reverse transaction) and Regulation no. 2017-01 of May 5, 2017.

The Luxembourg Contributing Company has set up estimated unaudited pro forma accounts of the Luxembourg Contributing Company as of September 30, 2017 (set out in Schedule 8.2(A) to the Luxembourg Contribution Agreement), assuming in particular that the completion of the Siemens Target Business Carve-Out has occurred as of the Determination Date, in order to provide an estimate of the net book value of the Contributed Shares which will be contributed by the Luxembourg Contributing Company at the Closing Date (as defined below) (the "**Luxco Estimated Pro forma Accounts**").

Based on the Luxco Estimated Pro forma Accounts, the estimated valuation of the Luxembourg Contribution as of the execution date of the Luxembourg Contribution Agreement is four billion four hundred ninety-six million four hundred ninety-eight thousand three hundred fifty-eight (4,496,498,358) euros, composed of (i) two billion one hundred fifty million two hundred thousand one hundred forty (2,150,200,140) euros corresponding to 100% of the shares of Siemens Mobility GmbH and (ii) two billion three hundred forty-six million two hundred ninety-eight thousand two hundred eighteen (2,346,298,218) euros corresponding to 100% of the shares of Siemens Mobility

Holding B.V. (assuming the direct or indirect ownership of the entirety of the Siemens Target Business, other than such portion of the business that will be held by Siemens Mobility GmbH and Siemens Mobility SAS), in each case including as applicable, the cash value of portion of such business or shares referred to in (i) and (ii) in case of deferred transfers, Direct Asset Deals (as this term is defined in the Business Combination Agreement) and amounts in relation with the transfer of the German real estate vehicle referred to in Article 7.1(B) of the Luxembourg Contribution Agreement.

The difference between the net accounting value of the Luxembourg Contribution as of the Closing Date (as defined below) and the nominal amount of the share capital increase of the Company carried out in consideration of the Luxembourg Contribution (*i.e.*, one billion five hundred thirty-one million six hundred sixty-three thousand two hundred seventy-three (1,531,663,273) euros) will represent a contribution premium, which will be credited to a “contribution premium” account. Based on the Luxco Estimated Pro forma Accounts, the estimated net asset value of the Luxembourg Contribution amounts to four billion four hundred ninety-six million four hundred ninety-eight thousand three hundred fifty-eight (4,496,498,358) euros and the estimated contribution premium to two billion nine hundred sixty-four million eight hundred thirty-five thousand eighty-five (2,964,835,085) euros.

6. Value of the Contributed Shares and adjustment

The Parties expressly agree that the final value of the Contributed Shares shall be the book value of the Contributed Shares as at the Closing Date (as defined below), based notably on the accounts of the Luxembourg Contributing Company established as of the Determination Date (as defined below), assuming in particular that the completion of the Siemens Target Business Carve-Out (as defined in the Business Combination Agreement) has occurred as of the Determination Date and taking into account the adjustments set forth in Schedule 8.2(A) bis to the Luxembourg Contribution Agreement. The Parties agree to appoint an expert as at the Determination Date whose role will be to assist the Parties in confirming the appropriate accounting amount of the Contributed Shares to be recorded in the accounts of Alstom including the final amount of the issuance premium.

If the expert valuation of the Contributed Shares is less than their book value in the Luxembourg Contributing Company, the Contribution should be accounted for in the accounts of Alstom at the expert valuation. In such case, the difference between the expert valuation of the Contributed Shares and their book value in the Luxembourg Contributing Company will be accounted for as a charge in the accounts of the Luxembourg Contributing Company.

If the expert valuation of the Contributed Shares is more than their book value in the Luxembourg Contributing Company, the Luxembourg Contribution should be accounted for in the accounts of Alstom at their book value in the Luxembourg Contributing Company and not at the expert valuation.

For the avoidance of doubt, the assistance of such expert shall concern solely accounting recording matters and shall not in any case have any impact on the Consideration (as defined below) or on the financial terms of the Luxembourg Contribution irrevocably agreed by the Parties.

The General Shareholders' Meeting called to vote, *inter alia*, on the Luxembourg Contribution will also be asked to authorize the board of directors of the Company to (i) adjust the contribution premium amount based on the net accounting value of the Luxembourg Contribution as of the Closing Date (as defined below) as determined by the expert in application of Article 8.2(A) of the Luxembourg Contribution Agreement, (ii) proceed with any withdrawal from the contribution premium so as to offset all or part of the charges, expenses and rights resulting from the Luxembourg Contribution and reconstitute all necessary company reserves (the reconstitution of which would be necessary) and to fund the company statutory reserve.

7. Date of effect and completion date of the Luxembourg Contribution

The Luxembourg Contribution will be completed and effective as of the date on which the closing of the Contemplated Transaction (the "**Closing**") will occur, as agreed between Alstom and Siemens AG and subject to the satisfaction or, as the case may be, waiver of all conditions precedent to the Contemplated Transaction (the "**Closing Date**").

It is specified that the "**Determination Date**" will be the last day of the quarter (*i.e.*, December 31, March 31, June 30, September 30), immediately preceding the month in which the Satisfaction Date has occurred. Notwithstanding the above, the Parties will make their best endeavors, as soon as they have visibility as to the possible date of the Satisfaction Date to jointly agree on a Determination Date (which shall always be the last day of a quarter) allowing to minimize the time period between the Satisfaction Date (as defined below) and the Closing Date and between the Determination Date and the Closing Date.

8. Consideration for the Luxembourg Contribution

Subject to the satisfaction of all the Conditions Precedent (as defined below), the Luxembourg Contribution would be made by the Luxembourg Contributing Company and accepted by the Company, in consideration for (the "**Consideration**"):

- (i) the issuance on Closing, through a share capital increase, by the Company to the Luxembourg Contributing Company of a total number of two hundred eighteen million eight hundred nine thousand thirty-nine (218,809,039) Alstom shares, free and clear of any encumbrance together, as of the Closing Date, with all rights attaching thereto including the right to receive dividends (the “**Alstom Consideration Shares**”), and representing, following completion of the Contribution and based on the Company’s capital as of March 31, 2018, forty-eight point seventy-seven percent (48.77%) of the issued share capital of the Company and no less than forty-eight point twenty-five percent (48.25%) of the share capital of the Company on a Fully Diluted basis (before impact of the warrants issued in accordance with paragraph ii below) upon Closing; and
- (ii) the issuance on Closing by the Company to the Luxembourg Contributing Company of eighteen million nine hundred forty two thousand eight hundred eighty-eight (18,942,888) warrants (being calculated on the basis of bringing, following completion of the Contribution and based on the Company’s share capital as of March 31, 2018, a forty-eight point twenty-five percent 48.25 % shareholding on a Fully Diluted basis to no less than fifty point thirty-two percent 50.32 % shareholding on a Fully Diluted basis (including dilution resulting from the exercise of such warrants)¹ as of the Closing Date, free and clear of any encumbrance (the “**Warrants**”), each Warrant giving its holder the right to subscribe to one (1) Alstom share. The Warrants may be exercised during a two-year period following expiry of a period of four years following the Closing Date.

The Consideration has been contractually set by the Parties and determined consistently with the valuations used for the Company and the Siemens Target Business, which are based on the multi-criteria method described in Schedule 8.3(B) to the Luxembourg Contribution Agreement.

Details regarding the allocation of the Consideration are provided in Schedule 8.3(C) to the Luxembourg Contribution Agreement.

The Luxembourg Contribution Agreement provides that the Luxembourg Contributing Company waives its fractional share rights (*droits formant rompus*), if any. Accordingly, the Company will not compensate for fractional shares, if any, nor make any balancing payment.

9. Company’s shares issued in consideration of the Luxembourg Contribution

On the Closing Date, the Alstom Consideration Shares issued by the Company will be fully paid-up and assimilated to the existing ordinary shares. They will immediately confer the same rights and be subject to all the provisions of the Company’s by-laws. The Alstom Consideration Shares will be issued with immediate dividend rights and will entitle their holders to all distributions paid as from their date of issuance, it being understood that (i) Alstom Consideration Shares will not give right to the Distribution A² and/or Distribution B³ mentioned in Schedule 10.1(C) to the Luxembourg

¹ For the purpose of the Article 8.3(A) of the Luxembourg Contribution Agreement, the Fully Diluted basis has been calculated on a proforma basis as of March 31, 2018 and adjustments related to distribution A and B have been computed using Alstom 1-month average share price between March 1, 2018 and March 31, 2018.

² “**Distribution A**” means the exceptional distribution of reserves and/or premiums (“*distribution exceptionnelle de réserves et/ou primes*”) of a total amount of four (4) euros per Alstom share outstanding at close of business on the first business preceding the Closing Date to the benefit of Alstom shareholders as of such date, conditional upon the occurrence of the Closing.

³ “**Distribution B**” means the exceptional distribution of reserves and/or premiums (“*distribution exceptionnelle de réserves et/ou primes*”) of a global maximum amount of eight hundred and eighty-one (881) million euros (capped at four (4) euros per Alstom share outstanding at close of business on the first business day preceding the Closing Date) to the benefit of Alstom shareholders as of such date, conditional upon the occurrence of the

Contribution Agreement, and (ii) the number of Warrants issued will not be subject to any adjustment in connection with the distributions of Distribution A and/or Distribution B. The Alstom Consideration Shares will be delivered as registered shares and would be registered in the Company's books held at and managed by BNP Paribas Securities Services.

Neither the shareholders of the Luxembourg Contributing Company, nor the holders of securities other than shares of the Company benefit from special rights. Certain shareholders of the Company hold double voting rights, but have no special rights in connection with the Contribution. As part of the Contemplated Transaction, it will be proposed to the shareholders of Alstom to remove such double voting rights attached to the Alstom shares.

10. Creditors opposition rights

In the Luxembourg Contribution Agreement, the Luxembourg Contributing Company and the Company expressly declare that the Luxembourg Contribution shall be subject to the provisions of Articles L. 236-14 to L. 236-21 of the French Commercial Code and expressly agree to waive any joint and several liability as between the Luxembourg Contributing Company and the Company, in accordance with Article L. 236-21 of the French Commercial Code.

As a consequence, in accordance with the provisions of Articles L. 236-14 and L. 236-21 of the French Commercial Code, the creditors (other than bondholders) of the Luxembourg Contributing Company, whose receivable precede the date of publication of the minutes of the Luxembourg Contributing Company's general shareholders' meeting on the Luxembourg Electronic Registrar of Companies and Associations (RESA) and creditors (other than bondholders) of the Company whose receivable precede the publication of the Luxembourg Contribution Agreement may, as the case may be, (i) request the grant of guarantees for receivables within two months as from the said publication on the RESA, if they can credibly prove that the Luxembourg Contribution raises a risk for the exercise of their rights and that the Luxembourg Contributing Company has not provided adequate guarantees in accordance with Article 1031-10 of the Law of 1915 or (ii) object (*former opposition*) within thirty (30) days as from the last public legal notice or as from the date on which the Luxembourg Contribution Agreement was made available to the public through a publication on the French BODACC (*Bulletin officiel des annonces civiles et commerciales*) and BALO (*Bulletin des annonces légales obligatoires*), pursuant to Article R. 236-2 of the French Commercial Code or, if applicable, on the website of each of the Parties, pursuant to Article R. 236-2-1 of the French Commercial Code.

11. Conditions precedent of the Luxembourg Contribution

– Conditions to the obligations of the Parties

The obligations of the Parties to effect Closing are subject to the satisfaction (or, to the extent permitted by law, express written waiver by Alstom and/or Siemens AG, as applicable) of various conditions precedent (the "**Conditions Precedent**"), and in particular to the satisfaction (or, to the extent permitted by law, express written waiver by both Alstom and Siemens AG) of the following Conditions Precedent, as set forth in Schedule 10.1 to the Luxembourg Contribution Agreement:

- (A) the French Ministry for Economy, Industry and the Digital Sector shall have either (a) notified Siemens AG that it has approved the Contemplated Transaction under Articles L. 151-3 and R. 153-1 *et seq.* of the French Monetary and Financial Code or that its approval was not required or (b) had its approval deemed granted following notification pursuant to Articles L. 151-3 and R. 153-1 *et seq.* of the French Monetary and Financial Code;

Closing, in the context of the proceeds of Alstom's put options under the General Electric joint venture agreements, subject to the adjustments agreed by the Company and Siemens AG.

- (B) no governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law which is in effect and prohibits or makes illegal the consummation of the entirety of the Contemplated Transaction;
- (C) the Alstom shareholders shall:
- i. approve the Luxembourg Contribution Agreement and the French Contribution Agreement and the issuance of the Alstom Consideration Shares and of the Warrants by a vote of the holders of at least two-thirds of the voting rights attached to the Alstom shares at the General Shareholders' Meeting in which at least 25% of the Alstom shares are represented, subject to the satisfaction or waiver of the Conditions Precedent in accordance with the terms of the Business Combination Agreement, effective as at the Closing Date;
 - ii. approve the Distribution A and the Distribution B (under the conditions of Clause 11.5 of the Business Combination Agreement) by a vote of the holders of at least 50% of the voting rights attached to the Alstom shares at the General Shareholders' Meeting in which at least 20% of the Alstom shares are represented, subject to the satisfaction or waiver of the Conditions Precedent in accordance with the terms of the Business Combination Agreement, effective as of the Closing Date;
 - iii. authorize the Board of Directors of Alstom to issue the Alstom Consideration Shares and the Warrants upon satisfaction of the last Conditions Precedent effective as at the Closing Date;
 - iv. authorize the Board of Directors of Alstom to distribute the Distribution A and Distribution B upon satisfaction of the last Conditions Precedent and effective as at the Closing Date, immediately prior to Closing;
 - v. delegate to the Board of Directors of Alstom the authority to formally acknowledge the satisfaction of all Conditions Precedents, in accordance with the Business Combination Agreement;
 - vi. approve the removal of the double voting rights attached to the Alstom shares continuously held in registered form by the same shareholder for a minimum of two (2) years, subject to the positive vote of the special meeting of holders of such Alstom shares carrying double voting rights (and the subsequent corresponding amendment of the Alstom by-laws) to become effective immediately after the Closing Date and issuance of the Alstom Consideration Shares;
 - vii. approve the other amendments to the by-laws of Alstom as set forth in Clause 10.4 of the Business Combination Agreement, to become effective immediately after the Closing and the issuance of the Alstom Consideration Shares; and
 - viii. approve the appointment of the initial directors as set forth in Clause 10.1.1 of the Business Combination Agreement to become effective immediately after the Closing and the issuance of the Alstom Consideration Shares;
- (D) the holders of Alstom shares carrying double voting rights attached to the Alstom shares continuously held in registered form by the same shareholder for a minimum of two (2) years shall, at a special meeting to be held on the date of the General Shareholders' Meeting (but immediately before the General Shareholders' Meeting), approve the removal of such double

voting rights (and the subsequent corresponding amendment of the Alstom by-laws) to become effective immediately after Closing and issuance of the Alstom Consideration Shares;

- (E) the French financial markets authority shall have granted Siemens AG an unconditional exemption from the mandatory filing of a tender offer pursuant to applicable regulations and in connection with the Contemplated Transaction (the “**AMF MTO Waiver**”) and no claim shall be susceptible of being brought before the Paris Court of Appeal against the AMF MTO Waiver as a result of the expiry of the relevant period for such claims (or, if a claim has been brought, such claim shall have been dismissed or settled in a manner allowing for the waiver to have become definitive);
- (F) in relation to the jurisdictions referred to in Schedule 6.1.3(i)(A) to the Business Combination Agreement, any prior clearance from the relevant governmental authority in such jurisdictions having been obtained or deemed to be obtained, *e.g.*, because any waiting period applicable to the Contribution under applicable merger control laws in such jurisdictions has terminated or expired, or any other condition permitting a legal consummation of the Contribution in such jurisdiction being met;
- (G) all prior regulatory clearances (including foreign investment clearances) listed in Schedule 6.1.3(i)(B) to the Business Combination Agreement relating to the Contemplated Transaction; and
- (H) each of Alstom and Siemens AG shall have complied with its obligations and covenants under Clauses 10.1, 10.2, 10.3 and 10.4 of the Business Combination Agreement, on Closing and effective as of Closing.

– Conditions to the obligations of the Luxembourg Contributing Company

The obligations of the Luxembourg Contributing Company to effect Closing are further subject to the satisfaction (or, to the extent permitted by law, express written waiver by the Luxembourg Contributing Company) of the following Conditions Precedent, as set forth in Schedule 10.2 to the Luxembourg Contribution Agreement:

- (A) representations and warranties of Alstom set forth in the Business Combination Agreement shall be true and correct in all material respects on and as of the date of the Business Combination Agreement and on and as of Closing; and
- (B) the Alstom Consideration Shares shall, when issued, on Closing, represent no less than fifty percent (50%) of the share capital of Alstom and the Alstom Consideration Shares shall have been authorized for listing on the regulated market of Euronext Paris in accordance with the Business Combination Agreement.

– Conditions to the obligations of the Company

The obligations of the Company to effect Closing are further subject to the satisfaction (or, to the extent permitted by law, express written waiver by the Company) of the following Conditions Precedent, as set forth in Schedule 10.3 to the Luxembourg Contribution Agreement:

- (A) representations and warranties of Siemens AG in the Business Combination Agreement shall be true and correct in all material respects on and as of the date of the Business Combination Agreement and on and as of Closing; and
- (B) the completion of the Siemens Target Business Carve-Out shall have occurred.

– Satisfaction Date

The date on which the last Condition Precedent (other than the Condition Precedent listed in paragraph (H) of Schedule 10.1 to the Luxembourg Contribution Agreement) has been satisfied (or waived in accordance with the provisions of said agreement) shall be referred to as the “**Satisfaction Date**”.

The Conditions Precedent listed in paragraph (H) of Schedule 10.1 to the Luxembourg Contribution Agreement shall occur on the Closing Date, prior to Closing.

For further information, in addition to the Luxembourg Contribution Agreement and the Document E, please refer to the reports respectively on the value of, and on the consideration for the Luxembourg Contribution prepared by the French contribution appraiser (*commissaire à la scission*) which are made available to you on the website of the Company (<http://www.alstom.com/>) and at the registered office of the Company as provided for by applicable laws and regulations.

Appendix 1

Luxembourg Contribution Agreement

The Luxembourg Contribution Agreement entered into between the Luxembourg Contributing Company and Alstom on May 17, 2018 is made available to the shareholders in accordance with the applicable legal and regulatory provisions and made available on the Company's website (<http://www.alstom.com/>).

Appendix 2

Document E

The Document E is made available to the shareholders in accordance with the applicable legal and regulatory provisions. It is available free of charge at the Company's registered office and on the websites of the Company (<http://www.alstom.com/>) and of the AMF (www.amf-france.org).