



**Protocol for the Creation of the
Temporary Instance for Dialog and Follow-Up**

Between

The Company ALSTOM SA
headquartered 3 avenue André Malraux, 92300 Levallois-Perret
represented by
Mr Patrick Dubert , Senior Vice-President Human Resources

The Company AREVA SA
headquartered 33 rue Lafayette, 75442 Paris cedex 09
represented until the closing by
Mr Philippe Vivlen, Executive Vice-President Corporate Human Resources

The Company SCHNEIDER ELECTRIC SA
headquartered 35 rue Joseph Monier, 92506 Rueil-Malmaison Cedex.
represented by
Mrs Karen Ferguson, Executive Vice-President Human Resources

on the one hand,

and the European Works Councils represented by their Secretaries named below:

For the Alstom European Works Council : Mr Udo Belz

For the Areva European Works Council : Mrs Maureen Kearney *M. Kearney*

For the Schneider Electric European Works Council : Mr Thierry Jacquet

on the other hand,

- 1 -

Protocol for the Creation of the Temporary Instance for Dialog and Follow-Up between Alstom , Areva and Schneider Electric .

March 2010

TS *AL* *UN* *JJ* *JK*

it has been agreed and decided the following :

Preamble

Following the recommendation of the European Metalworkers' Federation, the signatories of the present agreement have considered essential that means be dedicated to maintain a high-quality social dialog throughout the implementation process of the final structures of both the future Schneider Electric entity, BU Energy, and of the Alstom Transmission sector, and they have requested the creation of a Temporary Instance for Dialog and Follow-Up of the integration process of the Areva T&D activities within these two groups.

The signatories of the present agreement are fully aware that such an instance is neither organised nor provided for by the social legislations of the various countries concerned. For this reason, they strongly state that this Temporary Instance for Dialog and Follow-Up will in no case substitute itself to the Employee Representative Instances or to the Trade Union Organisations established by the legislation of each concerned country, and will not be a negotiation instance.

Finally, they guarantee that the rights and roles, which are given to these Employee Representative Instances and Trade Union Organisations by the legislation of each concerned country, will be scrupulously respected.

Article 1 : Creation of a Temporary Instance for Dialog and Follow-Up

On March 26th, 2010, a Temporary Instance for Dialog and Follow-Up will be set up between the companies Alstom, Areva and Schneider Electric.

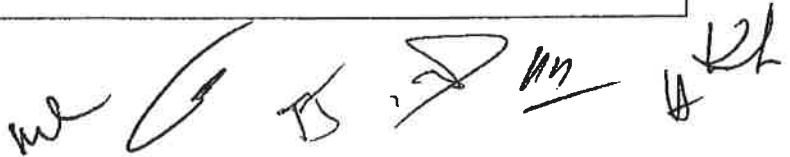
Article 2 : Purpose

During the set-up period and then during the implementation of the final structures of the new entities resulting from the combination of the Areva T&D Transmission activities with Alstom, and of the Areva T&D Distribution activities with Schneider Electric, and during the set-up of the corresponding Employee Representative Instances, the role of this instance will be to enable the Corporate Managements and Employee Representatives of the three companies to exchange all useful information regarding the set-up of the new entities and to confer on the solutions to the possible difficulties which could appear throughout this new and naturally complex process.

Article 3 : Composition of the Temporary Instance for Dialog and Follow-Up

The signatories agree that the Temporary Instance for Dialog and Follow-Up be composed of, on the one hand, management representatives of the three companies Alstom, Areva (until the closing) and Schneider Electric and, on the other hand, of three members of the European Works Councils of Alstom and Schneider Electric, nominated by their two respective Select Committees, and three T&D representatives of the Areva European Works Council, nominated by the Select Committee of the Areva European Works Council.

The management representatives may be accompanied by other managers of their respective companies, who may contribute usefully to the exchanges with the Instance members.





ALSTOM



Article 4 : Chairmanship

The Temporary Instance for Dialog and Follow-Up will be chaired jointly by a representative of Alstom Management and a representative of Schneider Electric Management .

Article 5 : Secretary

The Secretary and Deputy Secretary of the Temporary Instance for Dialog and Follow-Up will be nominated by the majority of the members during its first meeting.

Article 6 : Meetings

The meetings of the Temporary Instance for Dialog and Follow-Up will be called by the Chairmen, or on proposal by the Secretary. The Chairmen will define the meeting agenda after consulting the Secretary of the Instance, as necessary.

The members of the Temporary Instance for Dialog and Follow-Up will have sufficient preparation time prior to each meeting of the Instance.

Article 7 : Minutes

For each meeting, the Chairmen will, after conferring with the Secretary of the Instance, draw up the minutes summarizing the debates and conclusions of the meeting. The minutes will be circulated to all members of the Instance, in their working languages, and will be validated during the following meeting.

Article 8 : Logistics

The working languages of the Temporary Instance for Dialog and Follow-Up are the following : English, German, Spanish, French and Italian.

Logistics means (meeting room, interpretation, translation) will be provided to the Temporary Instance for Dialog and Follow-Up to ensure its proper functioning. The costs related to the organization of the meetings will be covered by the Managements of the concerned companies, prorated to the number of members representing each company.

Article 9 : Remuneration of the meeting time

The time spent in meetings or travel by the members of the Temporary Instance for Dialog and Follow-Up will be remunerated as working time.

Article 10 : Reimbursement of expenses

The expenses of the members of the Temporary Instance for Dialog and Follow-Up will be reimbursed according to the rules which apply in the company they belong to.

Article 11 : Obligation of discretion

The members of the Temporary Instance for Dialog and Follow-Up are required to maintain confidential all information provided to them as such. Generally speaking, they are submitted to an obligation of discretion vis-a-vis outside contacts.

Article 12 : Duration of the instance

Due to its necessarily temporary nature, the Temporary Instance for Dialog and Follow-Up will be dissolved as soon as the integration of the Areva T&D employees within Alstom and Schneider Electric is completed.

In any case, the signatories decide to meet by December 31st, 2010, at the latest, in order to review the progress achieved on the integration. Depending on the assessment made at that point, a decision will be taken as to the prolongation or not of this instance.

It will be proposed to the members of the European Works Councils of Alstom and Schneider Electric to invite the 3 T&D members of this Temporary Instance for Dialog and Follow-Up to participate in the meetings of the European Works Councils until the Areva T&D employees are included within the scope of the respective Representative Instances of the two groups.

Article 13 : Communication of the agreement

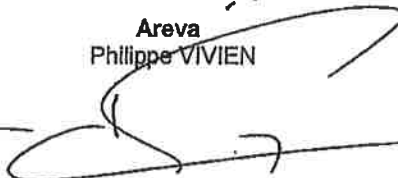
The present agreement will be drawn up in English, French, German, Spanish and Italian.

Signed at : *Paris, March 26, 2010*

**For Management
Alstom
Patrick DUBERT**



**Areva
Philippe VIVIEN**



**Schneider Electric
Karen FERGUSON**



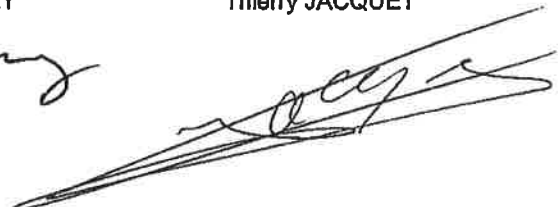
**For the European Works Councils
Alstom
Udo BELZ**



**Areva
Maureen KEARNEY**



**Schneider Electric
Thierry JACQUET**



**For EMF European Metalworkers' Federation
Bart SAMYN
Deputy General Manager**

