

Must be Postmarked  
No Later Than  
**August 24, 2001**

**Summit Technology, Inc. Securities Litigation**  
c/o The Garden City Group, Inc.  
Claims Administrator  
P.O. Box 9314  
Garden City, NY 11530-9314  
website: www.summittechseclit.com  
1-(888) 355-5292

SMT  
\*P-SMT\$F-POC1/4\*

**PROOF OF CLAIM AND RELEASE**

**CORRECTIONS OR ADDITIONAL INFORMATION:**

Review the preprinted name and address to the left and write any corrections below, as necessary:

**OR**

If there is no preprinted name and address to the left, please provide your name and address here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Claim Number:

Please fill in SSN/TIN if box is blank:

\_\_\_\_\_

- Check here if this claim is being filed on behalf of a Corporation.
- Check here if this claim is being filed for an IRA, Keogh, or Other Type of Individual Retirement Plan.

**PLEASE READ THE NOTICE AND INSTRUCTION SHEET BEFORE COMPLETING THIS FORM.**

**STATEMENT OF CLAIM**

I (We) have set forth where requested at pages 2, 3 and below all relevant information with respect to each purchase of Summit common stock or call options on Summit Stock or each sale of put options on Summit Stock during the period from March 31, 1995 through July 3, 1996, inclusive (the "Class Period"), and each sale, if any, of such stock or call options during the Class Period or purchase of put options on Summit Stock.

**RELEASE**

The Definitions set forth on pages 1 and 2 of the Instruction sheet are incorporated by reference in this Release. This Release is conditioned upon the Settlement being approved by the Court, entry by the Court of the Order Approving Settlement and Final Judgment, and such becoming final, binding and non-appealable.

I (We), on behalf of myself (ourselves), my (our) agents, heirs, executors, administrators, successors and assigns, and any and all persons I (we) represent, in my individual (our) capacity, in capacity as purchaser(s) of Summit stock or call options or seller(s) of Summit put options, and any and all corporate, representative, or other capacities, for and in consideration of the Settlement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, do hereby remise, release and forever discharge each of the Released Parties of and from each and all of the Released Claims except that claims for violation of the Settlement Agreement (including all exhibits) and the Settlement shall not be released.

By executing and submitting this Proof of Claim, Claimant warrants that he, she or it has not assigned, transferred or purported to assign or transfer any such claims released above or any portion of them.

By submitting this Proof of Claim, I (we) state that I (we) believe in good faith that I am a (we are) Class Member(s) as defined in the Notice, or am (are) acting for such person(s); that I (we) have read and understood the contents of the Notice; that I am (we are) not acting for any of the Settling Defendants in this matter, nor am I (are we) a Settling Defendant(s) or otherwise excluded from the Class; that I (we) did not file an effective request for exclusion, seeking to be excluded from the Class; that I (we) believe that I am (we are) entitled to receive a share of the proceeds of the Settlement Fund; and that I (we) desire to participate in the Settlement described in the Notice.

**DOCUMENTATION AND VERIFICATION**

I (We) have enclosed photocopies or facsimiles of the stockbroker's confirmation slips or other documents evidencing each purchase or acquisition and sale of Summit Stock or call or put options listed in Parts 1, 2 and 3 of this Proof of Claim and Release form in support of my (our) claimed loss. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY, FACSIMILE OR EQUIVALENT CONTEMPORANEOUS DOCUMENT FROM YOUR BROKER, SINCE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)

I (We) understand that the information contained on this Proof of Claim and Release is subject to such verification and I (we) agree to cooperate in any such verification.

**SIGNATURE AND CERTIFICATION**

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code. NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, check this box.

**I (We) certify, under penalty of perjury, that I (we) have read the Release and Certification submitted in this Proof of Claim and that the foregoing is true and correct.**

By filing this Proof of Claim, the undersigned, and any person or entity on whose behalf the undersigned is acting, hereby submit to the jurisdiction of the United States District Court for the District of Massachusetts in Civil Action No. 96-11589-JLT.

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Month/Year)

\_\_\_\_\_  
(Sign your name here)

in \_\_\_\_\_  
(City) (State/Country)

\_\_\_\_\_  
(Type or print your name here)

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

**PART 1: SCHEDULE OF TRANSACTIONS FOR SUMMIT TECHNOLOGY, INC. COMMON STOCK:** Attach a separate schedule if more space is needed. (Be sure to include your name on any separate sheets.) The date of purchase and sale is the "trade" or "contract" date, and not the "settlement" or "payment" date. The purchase price is the price paid excluding commissions or other expenses. The sales price is the price received less commissions or other expenses.

**COMMON STOCK**

**SECTION A: BEGINNING POSITION:** Number of shares of Summit Technology, Inc. common stock I (we) owned as of the close of trading on **March 30, 1995:**

**SECTION B: PURCHASES or ACQUISITIONS:** of Summit Technology, Inc. common stock during the period of **March 31, 1995** through **July 3, 1996**, inclusive.

Trade Date of Purchase Month/Day/Year	Number of Shares Purchased	Purchase Price Per Share	Cost (excluding commission, taxes and fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**SECTION C: SALES:** of Summit Technology, Inc. common stock during the period of **March 31, 1995** through **July 3, 1996**, inclusive.

Trade Date of Sale Month/Day/Year	Number of Shares Sold	Selling Price Per Share	Net Amount Realized (excluding commission, taxes and fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**SECTION D: UNSOLD:** Number of shares of Summit Technology, Inc. common stock I (we) owned as of the close of trading on **July 3, 1996:**

**PART 2: SCHEDULE OF TRANSACTIONS FOR CALL OPTIONS IN SUMMIT TECHNOLOGY, INC. COMMON STOCK :**

Attach a separate schedule if more space is needed. (Be sure to include your name on any separate sheets.) The date of purchase and sale is the "trade" or "contract" date, and not the "settlement" or "payment" date. The purchase price is the price paid excluding commissions or other expenses. The sales price is the price received less commissions or other expenses.

**CALL OPTIONS**

**SECTION A: BEGINNING POSITION:** Number of contracts of Call Options for Summit Technology, Inc. common stock I (we) owned as of the close of trading on **March 30, 1995:**

Number of Contracts	Month & Strike Price of Options	Total Amount Paid for Call Options (only if exercised)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**SECTION B PURCHASES:** of Call Options for Summit Technology, Inc. common stock from **March 31, 1995 through July 3, 1996**, inclusive.

Number of Contracts	Month and Strike Price	Trade Date of Purchase Month/Day/Year	Total Amount Paid for Call Options (Excluding commissions, taxes and fees)	Enter "E" if Exercised or "X" if Expired	Date Exercised/Expired Month/Day/Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**SECTION C: SALES:** of Call Options for Summit Technology, Inc. common stock on or before **July 3, 1996**.

Number of Contracts	Month and Strike Price	Trade Date of Sale Month/Day/Year	Total Amount Received for Call Options (Excluding commissions, taxes and fees)	Enter "A" if Assigned or "X" if Expired	Date Assigned/Expired Month/Day/Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**SECTION D: UNSOLD:** Number of contracts of Call options for Summit Technology, Inc. common stock held as of the close of trading on **July 3, 1996** in a short or long position:

Number of Contracts	Month & Strike Price of Options
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**PART 3: SCHEDULE OF TRANSACTIONS FOR PUT OPTIONS IN SUMMIT TECHNOLOGY, INC. COMMON STOCK:**

Attach a separate schedule if more space is needed. (Be sure to include your name on any separate sheets.) The date of purchase and sale is the "trade" or "contract" date, and not the "settlement" or "payment" date. The purchase price is the price paid excluding commissions or other expenses. The sales price is the price received less commissions or other expenses.

**PUT OPTIONS**

**SECTION A: BEGINNING HOLDINGS:** Number of contracts of Put Options for Summit Technology, Inc. common stock owned as of the close of trading on **March 30, 1995**, in a short or long position:

Number of Contracts	Month & Strike Price of Options	Total Amount Received for Put Options (only if exercised)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**SECTION B: SALES:** of Put Options for Summit Technology, Inc. common Stock on or before **July 3, 1996**, inclusive.

Number of Contracts	Month and Strike Price	Trade Date of Sale Month/Day/Year	Total Amount Received for Put Options (Excluding commissions, taxes and fees)	Enter "A" if Assigned or "X" if Expired	Date Assigned/Expired Month/Day/Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**SECTION C: PURCHASES:** of Put Options for Summit Technology, Inc. common stock on or before **July 3, 1996** inclusive.

Number of Contracts	Month and Strike Price	Trade Date of Purchase Month/Day/Year	Total Amount Paid for Put Options (Excluding commissions, taxes and fees)	Enter "E" if Exercised or "X" if Expired	Date Exercised/Expired Month/Day/Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**SECTION D: UNSOLD:** Number of contracts of Put options for Summit Technology, Inc. common stock held as of the close of trading on **July 3, 1996** in a short or long position:

Number of Contracts	Month & Strike Price of Options
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

## INSTRUCTIONS

1. To recover as a member of a Class in this Settlement, you must complete and sign this Proof of Claim and Release. If you fail to file a timely, properly addressed and completed Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund.
2. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE AUGUST 24, 2001 AND ADDRESSED AS FOLLOWS:

**Summit Technology, Inc. Securities Litigation**  
**Claims Administrator**  
**c/o The Garden City Group, Inc.**  
**P.O. Box 9314**  
**Garden City, NY 11530-9314**

3. If you are a member of a Class in this Settlement and you did NOT file a timely and otherwise proper request for exclusion from the Class as described in the accompanying Notice of Pendency of Class Action, Proposed Settlement and Settlement Hearing ("Notice"), you will be bound by the terms of any judgment entered in the Litigation, and the terms of any Settlement approved by the Court, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.
4. If you are NOT a member of the Class in the Settlement, or if you requested exclusion, DO NOT submit a Proof of Claim and Release.
5. If you purchased or sold Summit Securities (as defined below) that are covered by the Settlement and held the certificate(s) in your name you are the beneficial purchaser as well as the record purchaser. If, however, you purchased or sold such Summit Securities and the certificate(s) was (were) registered in the name of a third party, such as your brokerage firm, you are the beneficial purchaser and the third party is the record purchaser. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER OR OWNERS, OR THE LEGAL REPRESENTATIVE OF SUCH OWNER OR OWNERS, OF THE STOCK OR OPTION CONTRACTS UPON WHICH THIS CLAIM IS BASED.
6. The receipt or grant of an *inter-vivos* gift of Summit Stock or option contract during the applicable Class Period shall not be deemed to be a purchase of Summit Securities during the Class Period. However, the recipient of a gift or a distribution of Summit Stock or option contract from an estate shall be eligible to file a Proof of Claim and Release and to participate in the distribution of the Net Settlement Fund to the extent that the particular donor or decedent as the actual purchaser of such security would have been eligible based upon the circumstances of such purchase within the Class Period; however, donee and donor may not both claim with regard to the same shares. If both donor and donee make such a claim, only the claim filed by the donor will be honored.
7. A purchase or sale of Summit Stock or an option to purchase or sell Summit common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. Purchases of shares for the purpose of boxing or covering short sales should not be included.
8. Brokerage commissions and transfer taxes paid by you in connection with your purchase and sale of Summit Stock or Options to purchase or sell should not be included in computing the "total purchase price" and should be deducted in computing the "total sales price."
9. Photocopies of brokers' confirmations or other documentation establishing your transactions in Summit Securities *must be attached to your claim*. Failure to provide this documentation will result in the rejection of your claim.
10. All joint purchasers must sign this claim. Executors, administrators, guardians, custodians, conservators and trustees must complete and sign this claim on behalf of persons represented by them and they must submit documentary evidence of such authority with this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.
11. Only Authorized Claimants who are members of the Class or Classes in this Litigation are eligible to file Proofs of Claim and to share in the distribution of the Settlement Fund.

## DEFINITIONS

1. "Burke Action" means the civil action pending in the United States District Court for the District of Massachusetts, C.A. No. 96-11969-JLT, asserting claims under the Securities Act of 1933, 15 U.S.C. §77a, et seq., and which was coordinated for all pre-trial proceedings with the Exchange Act Action on December 2, 1996.
2. "Burke Action Complaint" means any complaint filed in the Burke Action, including the Third Amended Complaint for Violation of the Federal Securities Laws filed on or about August 2, 2000.
3. "Class" or "Classes" mean, with respect to the Burke Action, all persons or entities who purchased the Summit Stock issued in connection with Summit's October 1995 secondary offering of Summit Stock, and, with respect to the Exchange Act Action, all persons or entities who purchased Summit Stock or who purchased Summit call options or who sold Summit put options during the period beginning March 31, 1995 through and including July 3, 1996; except that "Class" or "Classes" shall not include the Defendants, members of Summit's Board of Directors, their immediate families and any subsidiary, affiliate, controlling or controlled person of any such person or entities or any Related Parties. Also, "Class" or "Classes" shall not include any Opt-Out.
4. "Class Member" means any person or entity who falls within the definition of "Class" or "Classes."
5. "Class Period" means the period beginning March 31, 1995 through and including July 3, 1996.

6. "Class Plaintiffs" means Lead Plaintiffs and plaintiffs G. Richard Pearl; James J. Locke, Trustee of the Locke Family Trust; Alisa D. Hara Edward P. Worry; Bruce Zoren; Arthur Kleiman, IRA; Jeffrey Kaliser; Shelley Cutler Frankel; Naomi L. Raphael; George and Flory Grover; Frederi Shear; Richard Jarett; Jeffrey Jarett; James Morris; Aaron E. Kaye; Robert Markewich, IRA; Joseph J. Szlavik; Harry Hyman; Julet K. Aitken; Thom; Wayne Alles; Scott M. Behiel; F. Eugene Binder; Ron and Karen Boyden; Greg Brokke; Elizabeth R. Capps; Steve Chadwick; Jimmie L. Clar James and Sarah Coomer; Edward Gurney Deatley; Wayne G. Dulin; Elizabeth Dunne; Chester G. Fossum, Jr.; David J. Engelbrecht; Georg and Barbara Englund; Ernest Focht; Maurice Freedman; Susan George; Arthur S. Gilman; Joan Goodill; William T. Hickey; Nathan Kashu Andrew I. Kessler, M.D.; Susan R. Kim; Naomi Klein, IRA; James Kleinrath; Richard Koch; John and Ann Koontz; Philip D. Kryk; P.A. Landea Paul Landman; Thomas and Melinda Lentz; William C. Lentz; Kenneth Lewis; Yuan Lin; Jose Ivan Lopez; Timothy R. Martin; Michael McCor John MacDonald; Gerard J. McDonald; William Mikosz; Walter F. Mueller, Jr.; Bret Neely; Robert Norden; Dr. Eugene Oppman; Del R. Parke Linda K. Boro; Francine Piotter; Leon Pizek; Jimmie J. Pruse; Mark A. Puchalski; John and Marie Reino; Mark Robles; Bruce Rothwell; Bar L. Seiller; Ziaeddin Godshan Shirazi; Michael Small; Floyd and Ilyse Smith; Joseph St. Peter; Gregory Stumph; Yuan Ming Tang; Gail Thorp Thai Tran; Sheri Vierra; Charles Volovick; William Weeks; Dorothea G. Weiner; Dr. Stephen M. Weinstock; Hal Yarbrough; Arif and Erkan Yetisk Jiguang Zhang; Richard A. Merlino; Ruth Wallander; Mary H. and Linn H. Howell; Joe and Renee Schorre; G.O. Morphew; and William E. Myer

7. "Court" means the United States District Court for the District of Massachusetts.

8. "Defendants" or "Settling Defendants" means Summit, Bear Stearns & Co., Inc., Jeffrey A. Bernfeld, Rajiv P. Bhatt, Kimberley A. Doney, John G. Frantzis, Ray H. Krauss, Peter E. Litman, Richard F. Miller, Morgan Stanley & Co., Incorporated, David F. Muller, John A. Norris, Piper Jaffray, Inc., Smith Barney, Inc. and Richard A. Traskos.

9. "Exchange Act Action" means the fifteen separate actions asserting claims under the Securities Exchange Act of 1934, 15 U.S.C. §78a, et seq., and that were consolidated for all purposes into one action pursuant to Rule 42(a) of the Federal Rules of Civil Procedure by order of the Court dated December 2, 1996.

10. "Exchange Act Action Complaint" means any complaint filed in the Exchange Act Action, including the Third Amended and Consolidated Class Action Complaint filed on or about November 29, 1999.

11. "Lead Plaintiffs" means plaintiffs The Teachers' Retirement System of Louisiana, Donald V. Roberts, George A. Jabara, Joseph Conzola, Gail Manning, Peter and Gloria Babigian, and Scott Burke.

12. "Litigation" means the Exchange Act Action and the coordinated Burke Action now pending before the Court.

13. "Notice" means the Notice of Pendency of Class Action, Proposed Settlement and Settlement Hearing issued in connection with this Settlement.

14. "Opt-Out" means a person or entity who would otherwise be a Class member but who has properly and timely requested exclusion from the Class as provided for in paragraph 8 of the Settlement Agreement.

15. "Person" means a natural person, joint venture, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, executors, administrators, predecessors, successors, representatives, or assigns.

16. "Related Parties" means any of the Defendants' past, present or future directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, consultants, advisors, accountants or auditors, banks or investment banks, associates, personal or legal representatives, predecessors, successors, direct and indirect parents, subsidiaries, divisions, joint ventures and joint venturers, assigns, spouses, heirs, related or affiliated entities, any entity in which any Defendant has a controlling interest, any members of any Defendant's immediate families, or any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family.

17. "Released Claims" means collectively any and all claims (including "Unknown Claims" as defined below), debts, demands, actions, causes of action, damages, suits, sums, accounts and other liabilities, whether known or unknown, accrued or unaccrued, liquidated or contingent, matured or unmatured, class or individual, at law or in equity, and arising under federal or state law, which arise out of, relate to or are in any way connected with (i) the purchase, sale or ownership by any Class Plaintiff, Class member or any Released Party of Summit Securities during the Class Period; (ii) any act, transaction or occurrence which is identified or could have been identified, or any conduct which was alleged or could have been alleged, in the Exchange Act Action Complaint or the Burke Action Complaint, including, without limitation, each and every act, transaction, occurrence and course of conduct alleged in the Exchange Act Action Complaint or the Burke Action Complaint to constitute violations of Sections 10(b), 20(a) and 20A of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder and Sections 11, 12 and 15 of the Securities Act of 1933; or (iii) any statement or alleged omission by any of the Released Parties directly or indirectly concerning Summit or Summit Securities made prior to the end of the Class Period.

18. "Released Parties" means each and all of the Defendants and their Related Parties; and all persons against whom any Released Claim has been asserted, or could have been asserted, by any member of the Class.

19. "Settlement" means the present settlement of the Litigation pursuant to the Settlement Agreement dated February 16, 2001.

20. "Summit Securities" means Summit Stock, Summit call options and/or Summit put options.

21. "Summit Stock" means the common stock of Summit.

22. "Unknown Claims" means any Released Claims which any Class member does not know of or suspect to exist in his, her or its favor at the time of the Release of the Settling Defendants which, if known to him, her or it, might have affected his, her or its decision not to object to this Settlement, or not to request exclusion from the Class pursuant to paragraph 8 of the Settlement Agreement; Class members may hereafter discover facts in addition to or different from those that he, she or it now knows of or believes to be true with respect to the subject matter of the Released Claims, but the Release provided for herein shall expressly include any and all claims, debts, demands, actions, causes of action, damages, suits, sums, accounts and other liabilities, whether known or unknown, accrued or unaccrued, liquidated or contingent, matured or unmatured, class or individual, at law or in equity, and arising under federal or state law, which arise out of, relate to or are in connection with any such facts.