

## **Summary of Material Modifications Nokia Retirement Income Plan-- All Programs: Important Contacts**

This notice, called a Summary of Material Modifications (“SMM”), advises you of material changes in the information presented in your Summary Plan Description (sometimes called an “SPD”) for the Nokia Retirement Income Plan (the “Pension Plan”).

Please do two things:

1. Read this notice, and
2. Retain a copy of this notice for your records.

The changes are as follows:

### **1. NEW WEBSITE ADDRESS FOR PENSION PLAN RECORDKEEPER AND NEW ADDRESS AND TELEPHONE NUMBER FOR QDRO ADMINISTRATOR**

The website address for Your Benefits Resources (YBR)<sup>™</sup> has changed. The new website address is <https://digital.alight.com/nokia>. Additionally, the address and phone number for the QDRO Administrator has changed. For your convenience, an updated list of “Important Contacts” for the Pension Plan is attached.

## Important Contacts

Here is a list of important contacts for the Pension Plan:

Contact/Service Provided	Address
Nokia Benefits Resource Center— Service center for the Pension Plan; maintains information regarding your Pension Plan benefit; processes Plan-related transactions such as benefit commencement.	Online through the Your Benefits Resources (YBR) <sup>™</sup> website at <a href="https://digital.alight.com/nokia">https://digital.alight.com/nokia</a> , 24 hours a day, seven days a week.  By phone through the Nokia Benefits Resource Center, from 9:00 a.m. to 5:00 p.m., ET, Monday through Friday. Call 1-888-232-4111 and select “Retirement and Investments”, then select “Pension”.
Nokia Employee Benefits Committee— Serves as final review committee for Pension Plan benefit appeals.	Employee Benefits Committee Nokia 600-700 Mountain Avenue Room 6C-402A Murray Hill, NJ 07974 USA
Nokia Legal & Compliance Organization— Authorized agent for service of process of all legal papers for the Pension Plan, the Plan Administrator, and the Employee Benefits Committee. Also authorized agent for service of subpoenas.	Legal & Compliance Organization Nokia 600-700 Mountain Avenue Room 6C-412 Murray Hill, NJ 07974 USA
Plan Administrator— Administers the Pension Plan; adjudicates claims for benefits; responsible for certain disclosure to Plan Participants regarding their benefits.	Pension Plan Administrator Nokia 600-700 Mountain Avenue Room 6C-402A Murray Hill, NJ 07974 USA
QDRO Administrator— Handles matters relating to domestic relations orders affecting, or purporting to affect, Pension Plan benefits.	Send all draft or court certified orders to:  Nokia QDRO Center P.O. Box 7144 Rantoul, IL 1866-7144 USA Fax: 1-847-883-9313  For information or if you have questions: visit the Qualified Order Center website at <a href="http://www.qocenter.com">www.qocenter.com</a> , email your questions to <a href="mailto:qocenter@alight.com">qocenter@alight.com</a> , or contact the Nokia Benefits Resource Center (see above).

# Alcatel-Lucent Retirement Income Plan

Alcatel Network Systems Retirement Plan Provisions (the “ANS Salaried Retirement Plan”) of the Alcatel USA, Inc. Consolidated Retirement Plan

## **Summary Plan Description—Supplement**

January 1, 2011



## DISCLAIMER

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This supplement is a summary of the benefits available to eligible employees under the Alcatel Network Systems Retirement Plan (the ANS Salaried Retirement Plan) provisions of the Alcatel USA, Inc. Consolidated Retirement Plan (the Consolidated Retirement Plan), which was merged into the Alcatel-Lucent Retirement Income Plan (the Pension Plan). You are receiving this supplement (the ANS Supplement) because you participated in and earned a benefit under the ANS Salaried Retirement Plan component of the Consolidated Retirement Plan. Furthermore, you may have earned a benefit under the Cash Balance Plan. For this reason, you also received the Cash Balance Plan Summary Plan Description (SPD).

The ANS Supplement applies only to active participants in the ANS Salaried Retirement Plan who retire, die, or terminate employment on or after January 1, 2011. Benefits for participants who retired, died, or terminated employment prior to January 1, 2011 are governed by the terms of the ANS Salaried Retirement Plan in effect as of the date of their termination of employment, unless a later amendment specifically grants benefits to them. The ANS Supplement is provided for informational purposes only and is intended to comply with Department of Labor requirements for Summary Plan Descriptions. More detailed information about the ANS Salaried Retirement Plan is provided in the official Pension Plan document, a copy of which can be obtained by writing to the Pension Plan Administrator (see "Important Contacts" and "Other Important Information" under the Cash Balance Plan SPD).

The ANS Supplement is based on ANS Salaried Retirement Plan provisions in effect on January 1, 2011, and replaces all previous SPDs and other descriptions of benefits provided under the ANS Salaried Retirement Plan. If there is any conflict between the information in this SPD and the Pension Plan document, the Pension Plan document will govern. The ANS Supplement, when read together with the Cash Balance Plan SPD, shall constitute your summary plan description of the Consolidated Retirement Plan.

### **PENSION PLAN MAY BE AMENDED OR TERMINATED**

The Company expects to continue the Pension Plan but reserves the right to amend or terminate the Pension Plan, in whole or in part, at any time by the resolution of the Board of Directors or its properly authorized designee.

*Alcatel-Lucent Retirement Income Plan - Alcatel Network Systems Retirement Plan Provisions  
(the "ANS Salaried Retirement Plan") of the Alcatel USA, Inc. Consolidated Retirement Plan*

Questions regarding your benefits should be addressed as indicated in the Cash Balance Plan SPD (see "Important Contacts" under the Cash Balance Plan SPD). Because of the many detailed provisions of the Pension Plan, no one other than the personnel or entities identified in the Cash Balance Plan SPD (see "Important Contacts" under the Cash Balance Plan SPD) is authorized to advise you as to your benefits. Neither the Company nor the Pension Plan can be bound by statements made by unauthorized personnel or entities. In the event of a conflict between any verbal information provided to you by an authorized resource and information in the official Pension Plan document, the Pension Plan document will govern.

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*This SPD describes the ANS Salaried Retirement Plan provisions of the Alcatel USA, Inc. Consolidated Retirement Plan which was merged into the Alcatel-Lucent Retirement Income Plan as of March 1, 2007, as applied to participants in the ANS Salaried Retirement Plan who retire, die or terminate employment on or after January 1, 2011. More detailed information is provided in the official Pension Plan documents which are controlling.*

## **Alcatel-Lucent Retirement Income Plan Alcatel Network Systems Retirement Plan Provisions**

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## INTRODUCTION

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Here is your ANS Supplement describing the key features of the Alcatel Network Systems Retirement Plan (the ANS Salaried Retirement Plan). You should read this ANS Supplement together with the Alcatel-Lucent Retirement Income Plan - Cash Balance Provisions of the Alcatel USA, Inc. Cash Balance Plan (the Cash Balance Plan) SPD because they describe certain benefits offered to you by the Alcatel USA, Inc. Consolidated Retirement Plan (the Consolidated Retirement Plan) which was merged into the Alcatel-Lucent Retirement Income Plan (the Pension Plan). Certain words and phrases have a specific meaning under the ANS Salaried Retirement Plan. These terms are capitalized to let you know that they are defined in the section labeled "Normal Pension." All capitalized terms used in this ANS Supplement but not defined have the meanings set forth in the Cash Balance Plan SPD.

The Consolidated Retirement Plan consists of various component plans which were previously merged into it, including the ANS Salaried Retirement Plan, which benefits eligible employees who participated in such plan prior to June 1, 1997. The Consolidated Retirement Plan also consists of the Cash Balance Plan, which was established for the benefit of all salaried employees of Alcatel Networks Systems, Inc. who were employed on and after June 1, 1997.

Effective December 31, 2002, benefit accruals under the Consolidated Retirement Plan ceased. Accordingly, if you are a participant in the Consolidated Retirement Plan, your accrued benefit is based on your compensation and service accrued as of December 31, 2002; provided, however, that your age and service after December 31, 2002 are recognized in certain circumstances for purposes of eligibility for any early retirement subsidy and enhanced layoff provisions of the Consolidated Retirement Plan.

Since you participate in the ANS Salaried Retirement Plan, your pension benefit equals the greater of your Vested benefit under the Cash Balance Plan or your Vested benefit under the ANS Salaried Retirement Plan, each payable at your Normal Retirement Date in the form of a Single Life Annuity.

The Pension Plan is provided at no cost to you.

## THE PENSION PLAN - HIGHLIGHTS

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Here is a summary of the key features of the ANS Salaried Retirement Plan provisions of the Pension Plan.

ANS Salaried Retirement Plan Provisions	Summary
Eligibility	<p>Generally, you were eligible to participate in the ANS Salaried Retirement Plan if you were included in a Eligible Employment Classification. You became a participant in the ANS Salaried Retirement Plan as of your date of hire after April 1, 1993, and prior to June 1, 1997.</p> <p>Effective as of June 1, 1997, eligibility to participate in the ANS Salaried Retirement Plan was frozen. Therefore, no employees were allowed to become participants on and after June 1, 1997.</p>
Participation	You automatically became a participant in the ANS Salaried Retirement Plan as of your first day of employment with a Participating Company in a Eligible Employment Classification.
Cost	Alcatel-Lucent USA Inc. pays the entire cost of the Pension Plan. There is no cost to you.
Vesting	"Vesting" refers to earning a nonforfeitable right to your Pension Plan benefit. Generally, you are Vested after you complete five Years of Vesting Service.
ANS Salaried Retirement Plan Benefits	Your pension benefit equals the greater of your Vested benefit under the Cash Balance Plan or your Vested benefit under the ANS Salaried Retirement Plan, each payable at your Normal Retirement Date in the form of a Single Life Annuity.
Information About Your Pension Plan	<p>Contact the HR Service Center at 1-888-582-3684 for information about the ANS Salaried Retirement Plan provisions of the Pension Plan. You can also reach the Pension Plan Administrator by regular mail as follows:</p> <p style="text-align: center;">Pension Plan Administrator Alcatel-Lucent M/S BENF1 3400 W Plano Pkwy Plano, TX 75075</p>



## PARTICIPATING IN THE PLAN

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### WHEN PARTICIPATION BEGAN

Generally, you were eligible to participate in the ANS Salaried Retirement Plan if you were included in an Eligible Employment Classification, as described below. You became a participant in the ANS Salaried Retirement Plan as of your date of hire after April 1, 1993, and prior to June 1, 1997. Effective as of June 1, 1997, eligibility to participate in the ANS Salaried Retirement Plan was frozen. Therefore, no employees within Eligible Employment Classifications were allowed to become participants on and after June 1, 1997, but instead, were allowed to become participants under the Cash Balance Plan, provided such employees satisfied the eligibility requirements of that plan. Refer to the Cash Balance Plan SPD for more information.

Special rules regarding eligibility to participate and date of participation in the ANS Salaried Retirement Plan apply if your participation originated under another pension plan, such as the Rockwell Plan or the ITT Mirror Plan. For more information on whether any special rules regarding participation apply to you, contact the Pension Plan Administrator.

### ELIGIBLE EMPLOYMENT CLASSIFICATIONS

The ANS Salaried Retirement Plan covered all employee classifications of Alcatel Network Systems, Inc. except:

- (i) individuals classified as leased employees, contract employees or independent contractors (even if such individuals were determined to be common law employees);
- (ii) employees covered by a collective bargaining agreement that did not provide for participation in the ANS Salaried Retirement Plan; and
- (iii) non-United States citizen employees who were paid by the Alcatel Network Systems, Inc. from its United States payroll but whose employment agreement did not provide for participation in the ANS Salaried Retirement Plan.

## **COST**

Alcatel-Lucent USA Inc. pays the full cost of providing your pension. There is no cost to you.

## BENEFITS UNDER THE PENSION PLAN

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Generally, your benefit under the Pension Plan is the greater of (i) your Vested benefit under the Cash Balance Plan payable at your Normal Retirement Date in the form of a Single Life Annuity or (ii) your Vested accrued benefit under the ANS Salaried Retirement Plan payable at your Normal Retirement Date in the form of a Single Life Annuity. Refer to the Cash Balance Plan SPD for information on how your benefit under the Cash Balance Plan is determined.

A discussion of how your Vested accrued benefit under the ANS Salaried Retirement Plan is determined follows below.

### NORMAL PENSION

The normal pension is a monthly benefit equal to the sum of:

- (i) one percent of your Average Monthly Compensation, multiplied by the number of your Years of Credited Service; plus
- (ii) one-fourth of one percent of your Average Monthly Compensation in excess of one-half of the Taxable Wage Base in effect at the time you cease to perform service for the Company, multiplied by your Years of Credited Service.

If you had an accrued benefit under the Rockwell Plan or the ITT Mirror Plan on March 31, 1993, you may be entitled to a minimum benefit, provided that such minimum benefit is greater in value (determined on an actuarially equivalent basis) than the normal pension described above. For more information, contact the Pension Plan Administrator.

Effective as of December 31, 2002, benefit accruals under the ANS Salaried Retirement Plan ceased. As a result, your normal pension shall be based on your Average Monthly Compensation and Years of Credited Service as of such date. Furthermore, the Taxable Wage Base shall be determined as of the earlier of the date you ceased to perform services for the Company or December 31, 2002.

The following definitions are used to determine your normal pension:

"Average Monthly Compensation" means the total compensation paid to you during the five highest calendar years (within the last ten consecutive calendar years during each of which you received any compensation) divided by the number of months in the period during which you received any compensation. Because benefit accruals under the ANS Salaried Retirement Plan ceased effective as of December 31, 2002, your normal pension shall be based on your Average Monthly Compensation as of such date.

"Taxable Wage Base" means the contribution and benefit based under Section 230 of the Federal Social Security Act. Because benefit accruals under the ANS Salaried Retirement Plan ceased effective as of December 31, 2002, the Taxable Wage Base shall be determined as of the earlier of the date you ceased to perform services for the Company or December 31, 2002.

"Years of Credited Service" means your total period or periods of employment with the Company in a Covered Employee Classification that is used for purposes of determining your accrued benefit under the ANS Salaried Retirement Plan. You will receive a Year of Credited Service for each three hundred sixty-five (365) day period, beginning with your first day of service with the Company, which elapses while you are in an Covered Employee Classification and for which your service is otherwise recognized for purposes of benefit accruals under the terms of the ANS Salaried Retirement Plan. Appropriate partial credit will be given for periods of less than three hundred sixty-five (365) days. There are special rules that apply for purposes of calculating your Years of Credited Services during periods of absence from employment, such as in the case of a disability, military duty or certain other approved leaves of absence. You may also receive credit for service performed with a previous employer if that employer merged with or was acquired by the Company. However, no period in an Covered Employee Classification is counted more than once when determining your Years of Credited Service for benefit accrual purposes. Because benefit accruals under the ANS Salaried Retirement Plan ceased effective as of December 31, 2002, your normal pension shall be based on your Years of Credited Service as of such date. For more information about Years of Credited Service, contact the Pension Plan Administrator.

## EARLY PENSION

You are eligible for an early pension if your employment with the Company terminates on or after your fifty-fifth (55<sup>th</sup>) birthday but before your Normal Retirement Date, provided that you (i) have completed five (5) or more Years of Vesting Service (discussed below), and (ii) are not otherwise eligible to receive a disability pension under the ANS Salaried Retirement Plan.

Payment of your early pension will commence as of your Normal Retirement Date if you are then living. However, you can elect to have your early pension commence as of the first day of the month next following your last day of employment with the Company, or as of the first day of any subsequent month which precedes your Normal Retirement Date. Unless you qualified under the "Rule of 85" discussed further below, your benefit will be reduced because of your early retirement to reflect that benefits are paid over a longer period of time.

For purposes of meeting the "Rule of 85", your benefit will not be reduced for early retirement if your employment with the Company terminates on or after your fifty-fifth (55<sup>th</sup>) birthday and the sum of your years of age and your Years of Credited Service equal at least eighty-five (85). If you meet the Rule of 85 and are younger than age 65, you will receive, in addition to your regular monthly unreduced early pension, a temporary supplemental benefit from the ANS Salaried Retirement Plan. The monthly amount of the temporary supplemental benefit is equal to  $\frac{1}{4}$  of one percent (1/4%) of your Average Monthly Compensation, multiplied by your Years of Credited Service. The temporary supplemental benefit will be paid as of the first day of each month up to and including your Normal Retirement Date, unless you die earlier, in which case the temporary monthly payment will cease.

If you do not meet the Rule of 85 when you elect to receive your early pension, your benefit will be permanently reduced by  $\frac{1}{4}$ % for each month (3% per year) that your Annuity Starting Date precedes your Normal Retirement Date.

Although benefit accruals under the ANS Salaried Retirement Plan ceased effective as of December 31, 2002, you will continue to earn Years of Credited Service on and after that date for the limited purpose of determining whether your years of age and Years of Credited Service meet the Rule of 85.

## **LATE PENSION**

You can also continue to work beyond your Normal Retirement Date, in which case the payment of your late pension will commence as of the first day of the month next following your last day of employment with the Company. In no event will your late pension be less than the actuarial equivalent of your normal pension that would have been payable at your Normal Retirement Date. Because benefit accruals under the ANS Salaried Retirement Plan ceased effective as of December 31, 2002, your late pension will be based on your Average Monthly Compensation and Years of Credited Service as of such date.

## **DISABILITY PENSION**

You may also be entitled to a disability pension under the ANS Salaried Retirement Plan if you become Totally and Permanently Disabled while you are employed by the Company. You will be considered "Totally and Permanently Disabled" if you have a physical or mental condition that entitles you to disability benefits under the Company's long-term disability plan or the Social Security Administration disability program. Generally, your disability pension is computed in the same manner as your normal pension, considering your Average Monthly Compensation and Years of Credited Service as of the date your employment with the Company terminated on account of disability.

Because benefit accruals under the ANS Salaried Retirement Plan ceased effective as of December 31, 2002, your disability pension will be based on your Average Monthly Compensation and Years of Credited Service as of that date and you will not continue to accrue additional Years of Credited Service as if your employment continued uninterrupted until commencement of your disability pension. Contact the Pension Plan Administrator for more information on disability pensions.

## **PENSION BENEFITS PAYABLE FOLLOWING YOUR DEATH**

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### **IF YOU DIE BEFORE BEGINNING YOUR PENSION**

If you die before you begin receiving payments under the Pension Plan, your Vested benefit will be paid to your surviving spouse in the form of a qualified pre-retirement survivor annuity ("QPSA"), if you are married on the date of your death, or, to your designated Beneficiary in the form of a lump sum, in the event that you are not married on the date of your death. The QPSA will provide your spouse with an annuity for his or her life, the value of which is actuarially equivalent to your Vested benefit. Alternatively, your spouse may waive the QPSA and elect to receive a lump sum payment instead.

### **IF YOU DIE AFTER YOUR PENSION STARTS**

If you die after you begin receiving payments under the Pension Plan, benefits payable to your surviving spouse or Beneficiary will be paid based on the form of benefit you elected. Additional details are described in the Cash Balance Plan SPD.

## HOW PENSION BENEFITS ARE PAID

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How your Pension Plan benefit is paid depends on the value of your Vested benefit, whether or not you are legally married, and on the payment option you choose. Annuity payments are paid monthly. Additional details are described in the Cash Balance Plan SPD.



## PAYMENT METHODS FOR PENSION BENEFITS

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The normal form of distribution depends on your marital status at the time your Vested benefit payments commence. If you are married on your Annuity Starting Date, the normal form of distribution is a Qualified Joint and Survivor Annuity ("QJSA"). The QJSA provides you with a reduced monthly benefit during your lifetime, and at your death your spouse will continue to receive 50% of the amount of your reduced monthly benefit for life. Alternatively, you may elect that your spouse receive 75% or 100% of your reduced monthly benefit for life. Conversely, if you are not married on your Annuity Starting Date, the normal form of distribution is a Single Life Annuity, which provides you with a monthly benefit for your lifetime.

In addition to the normal forms of distribution, you may elect to receive an optional form of distribution. If you are married, your spouse must consent to your waiver of the QJSA and election of an optional form of distribution and such consent must be witnessed by a notary public. The optional forms of distribution are described in the Cash Balance Plan SPD.

## IMPORTANT CONTACTS

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Please refer to the Cash Balance Plan SPD for a list of Important Contacts.

It is important that you notify the Pension Plan Administrator of any change in your address after you leave the active payroll.

## OTHER IMPORTANT INFORMATION

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Please refer to the Cash Balance Plan SPD for details on the following information required under the Employee Retirement Income Security Act (ERISA):

- Claim Procedures
- Appeal Procedures
- Rights of a Plan Participant or Beneficiary Under ERISA
- Prudent Actions by Plan Fiduciaries
- Enforce Your Rights
- Assistance with Your Questions
- Family and Medical Leave Act of 1993
- Pension Plan Documents
- Plan Termination
- Non-assignment of Benefits
- Top Heavy Rules
- Maximum Limitations
- Pension Benefit Guaranty Corporation
- Payments Under Law
- Unclaimed Benefits
- Pension Plan Administrator
- Pension Plan Identification