

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)[™] 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) [™] website at https://digital.alight.com/nokia , 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 www.qocenter.com , email your questions to qocenter@alight.com , or contact the Nokia Benefits Resource Center (see above).

Alcatel-Lucent Retirement Income Plan

Alcatel USA, Inc. Retirement Plan for
Production Employees Provisions of the
Alcatel USA, Inc. Consolidated Retirement
Plan

Summary Plan Description

June 1, 2013



DISCLAIMER

This is a summary of the benefits available to participants under the Alcatel USA, Inc. Retirement Plan for Production Employees (the “Bargaining Unit Plan”) provisions of the Alcatel USA, Inc. Consolidated Retirement Plan, which was merged into the Alcatel-Lucent Retirement Income Plan as of March 31, 2007 (the “Pension Plan”). This summary is provided for informational purposes only and is intended to comply with Department of Labor requirements for Summary Plan Descriptions (“SPDs”). More detailed information about the Bargaining Unit Plan provisions of the Pension 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”).

This summary is based on Bargaining Unit Plan provisions in effect on June 1, 2013 and replaces all previous SPDs and other descriptions of benefits provided under the Bargaining Unit Plan. If there is any conflict between the information in this SPD and the Pension Plan document, the Pension Plan document will govern.

Pension Plan May Be Amended or Terminated

Alcatel-Lucent USA Inc., the sponsor of the Pension Plan, expects to continue the Pension Plan but reserves the right to amend or terminate it, in whole or in part, at any time by the resolution of the Board of Directors or its properly authorized designee.

Questions regarding your benefits should be addressed as indicated in this SPD (see “Important Contacts”). Because of the many detailed provisions of the Pension Plan, no one other than the personnel or entities identified in this SPD (see “Important Contacts”) is authorized to advise you as to your benefits. Neither Alcatel-Lucent USA Inc. 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.

Alcatel-Lucent Retirement Income Plan

Alcatel USA, Inc. Retirement Plan for Production Employees Provisions of the Alcatel USA, Inc. Consolidated Retirement Plan

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INTRODUCTION

Here is your summary of the key features of the Alcatel USA, Inc. Retirement Plan for Production Employees (the "Bargaining Unit Plan") provisions of the Alcatel USA, Inc. Consolidated Retirement Plan (the "Consolidated Retirement Plan"), which was merged into the Alcatel-Lucent Retirement Income Plan as of March 31, 2007 (the "Pension Plan"). This summary describes the Bargaining Unit Plan provisions in effect on June 1, 2013.

Certain words and phrases have a specific meaning under the Bargaining Unit Plan provisions of the Pension Plan. These terms are capitalized to let you know that they are defined in the section labeled "Terms You Should Know."

The Bargaining Unit Plan was merged into and became a component plan in the Consolidated Retirement Plan, effective December 31, 2001. If you were a participant in the Bargaining Unit Plan as of December 31, 2001, your benefits were thereafter provided through the Consolidated Retirement Plan. The Consolidated Retirement Plan was subsequently merged into the Pension Plan on March 1, 2007. Consequently, if you were a participant in the Consolidated Retirement Plan as of March 1, 2007, your benefits will be provided through the Pension Plan.

Alcatel-Lucent USA Inc., the Pension Plan sponsor, is responsible for furnishing you with information regarding your benefits under the Pension Plan. This summary plan description gives you important information regarding your participation in and benefits provided through the Pension Plan, and your rights under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

The Bargaining Unit Plan was spun-off effective August 28, 1991 from a plan that was originally established January 1, 1947 and was previously maintained by Rockwell International Corporation for production employees. The benefits provided under the Bargaining Unit Plan were agreed to by the International Union of Electrical, Salaried, Machine and Furniture Workers, AFL-CIO, Local No. 787, Richardson, Texas.

Effective August 24, 2001, the Richardson facility was sold by Alcatel USA, Inc. ("AUSA") to an unrelated corporation (Sanmina Corporation) and all active participants covered by the Bargaining Unit Plan ceased to be employees of AUSA as of that date (the "Sanmina Sale"). The Sanmina Sale resulted in what is known as a "partial termination" under Federal pension law, and all participants whose employment

Introduction

terminated as a result of the sale became fully Vested in their accrued benefits earned under the Bargaining Unit Plan as of August 24, 2001. Because no active Bargaining Unit participants covered by the Bargaining Unit Plan were employed by AUSA (or any of its affiliated companies) following the Sanmina Sale, no participants under the Bargaining Unit Plan accrued additional benefits after August 24, 2001.

The Pension Plan is provided at no cost to you.

THE PENSION PLAN - HIGHLIGHTS

Here is a summary of the key features of the Bargaining Unit Plan component of the Consolidated Retirement Plan provisions of the Pension Plan.

Pension Plan Provisions	Summary
Eligibility	<p>Effective August 24, 2001, the Richardson facility was sold by Alcatel USA, Inc. ("AUSA") to an unrelated corporation (Sanmina Corporation) and all active participants covered by the Bargaining Unit Plan ceased to be employees of AUSA as of that date (the "Sanmina Sale"). Because no active Bargaining Unit participants covered by the Bargaining Unit Plan were employed by AUSA (or any of its affiliated companies) following the Sanmina Sale, no participants under the Bargaining Unit Plan accrued additional benefits after August 24, 2001.</p> <p>Prior to August 24, 2001, if you were employed by Alcatel USA Marketing, Inc. (formerly Alcatel Network Systems, Inc.) and covered under the Bargaining Unit, you were an Eligible Employee for purposes of determining your eligibility to participate in the Bargaining Unit Plan.</p>
Participation	<p>If you were an Eligible Employee on August 28, 1991, you became a Participant in the Bargaining Unit Plan on that date. After August 28, 1991, you became a Participant in the Bargaining Unit Plan on the date you became an Eligible Employee.</p>
Cost	<p>Alcatel-Lucent USA Inc. pays the entire cost of the Pension Plan. There is no cost to you.</p>
Vesting	<p>"Vesting" refers to earning a non-forfeitable right to your Pension Plan benefit. Generally, you are Vested after you complete five years of Vesting Service. The Sanmina Sale resulted in what is known as a "partial termination" under Federal pension law, and all participants whose employment terminated as a result of the sale became fully Vested in their accrued benefits earned under the Bargaining Unit Plan as of August 24, 2001.</p>
Plan Benefits	<p>You will receive a pension based on your years of Credited Service as of August 24, 2001.</p> <p>Your Normal Retirement Date is the first day of the month coinciding with or following your 65th birthday. This is the date on which you can retire and start to receive your full pension.</p> <p>You can retire early--at age 55 if you have ten years of Vesting Service. Because of early payment, your pension will be reduced for each year that payments begin prior to your Normal Retirement Date.</p> <p>You can defer retirement and continue to work past your Normal Retirement Date,</p>

The Pension Plan - Highlights

Pension Plan Provisions	Summary
	but your pension will be based on your Credited Service as of August 24, 2001. You have survivor benefits for your spouse as soon as you are Vested.
Information About Your Pension Plan	Contact the HR Service Center at 1-888-582-3684 or via email at alcatel.pension@alcatel-lucent.com for information about the Bargaining Unit Plan provisions of the Pension Plan. You can also reach the Pension Plan Administrator by regular mail as follows: Pension Plan Administrator Alcatel-Lucent M/S BENF1 3400 W Plano Pkwy Plano, TX 75075

PARTICIPATING IN THE BARGAINING UNIT PLAN

WHEN PARTICIPATION BEGAN

The Bargaining Unit Plan component of the Consolidated Retirement Plan covered the Bargaining Unit for the International Union of Electrical, Salaried, Machine and Furniture Workers, AFL-CIO, Local No. 787, Richardson, Texas.

If you were employed by Alcatel USA Marketing, Inc. (formerly Alcatel Network Systems, Inc.) and covered under the Bargaining Unit, you were an Eligible Employee for purposes of determining your eligibility to participate in the Bargaining Unit Plan. If you were an Eligible Employee on August 28, 1991, you became a Participant in the Bargaining Unit Plan on that date. After August 28, 1991, you became a Participant in the Bargaining Unit Plan on the date you became an Eligible Employee. As a result of the Sanmina Sale, no new employees were eligible to become Participants in the Bargaining Unit Plan on and after August 24, 2001.

COST

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

CALCULATING YOUR BARGAINING UNIT PLAN BENEFIT

Benefits offered under the Bargaining Unit Plan become available at normal, early or late retirement. In certain cases, the Bargaining Unit Plan can provide benefits to your Spouse in the event of your death. Benefits also become available in the event of your retirement due to total and permanent disability.

Effective August 24, 2001, benefit accruals under the Bargaining Unit Plan ceased by reason of the Sanmina Sale. In other words, no Participants earned additional benefits under the Bargaining Unit Plan after that date. Furthermore, the Sanmina Sale resulted in what is known under Federal pension law as a "partial termination", which means that if your employment terminated as a result of the sale, you were fully Vested in your Bargaining Unit Plan benefit as of that date.

Benefits provided to Participants who retired from active service may differ from those provided to Participants who terminated employment with a Vested benefit and will receive their monthly benefit at a later date.

NORMAL RETIREMENT BENEFIT

Your Normal Retirement Date is the first day of the month coinciding with or following your 65th birthday. When you reach age 65, you are eligible to receive your normal retirement benefit, which is based on your years of Credited Service determined as of August 24, 2001.

The benefit you will receive at your Normal Retirement Date will be the greater of:

1. \$20 per month per year of total Credited Service (if you terminated employment before May 31, 1992, the maximum Credited Service is 30 years), or
2. The benefit you had accrued as of May 31, 1992 under the prior formula, plus \$20 per month per year of Credited Service after May 31, 1992, determined as of the earlier of August 24, 2001 or your date of termination.

EARLY RETIREMENT BENEFIT

If you have at least 10 years of Vesting Service and you are at least 55 years old, but not yet 65, you may request an early retirement benefit by submitting a written request to the Pension Plan Administrator. If you are eligible for early retirement, your Early Retirement Date will be the first day of the month following the date you request to receive your early retirement benefit.

Your benefit at early retirement is calculated using the same formulas described above for normal retirement, except that you use your years of Credited Service determined as of the earlier of August 24, 2001 or your Early Retirement Date, rather than your Years of Credited Service earned as of your Normal Retirement Date (also determined without regard to any years of Credited Service earned after August 24, 2001).

Your Normal Retirement Benefit will then be reduced according to the following actuarial reduction table, based on your age as of the date your benefit payments are to begin (called your "Annuity Starting Date"). You may begin receiving your benefit payments immediately upon early retirement, or you may delay the start of your benefit payments up until your Normal Retirement Date, if desired. The longer you delay receipt of your benefit payment, the smaller the actuarial reduction will be, as shown in the following table. Note that benefit payments are not reduced if benefit payments do not begin until you have reached age 62.

Actuarial Reduction Factors

<u>Age When Your Benefit Payments Begin</u>	<u>Percentage of Benefit Payable</u>
62 and above	100.00%
61	96.0%
60	92.2%
59	88.6%
58	85.3%
57	82.1%
56	79.1%
55	76.3%

LATE RETIREMENT BENEFIT

You can defer your Normal Retirement Benefit past age 65, at your option. However, your benefit payments must begin by April 1 after the calendar year in which you reach age 70½, if you are not still actively employed by the Company. The benefit payable upon your actual retirement date will be based on your years of Credited Service earned as of the earlier of August 24, 2001 or your actual retirement date.

SUPPLEMENTAL BENEFITS

All retirees who receive a benefit from the Bargaining Unit Plan (or who would have received a benefit if the offset provided under the predecessor plan as in effect prior to May 1, 1989 had not applied), including retirees receiving lump sum settlements and Vested employees, will receive a \$50 per month increase in their retirement benefit. The surviving Spouses of retirees who elected the Joint and Survivor Annuity receive a \$25 increase to their retirement benefit.

TERMINATION AFTER YOU BECOME VESTED

If you became Vested (i.e., 5 years of Vesting Service or terminated as a result of the Sanmina Sale) and you terminated employment or you quit, the Credited Service (limited to 30 years if you terminated before May 31, 1992) you earned as of your termination date is used to determine your benefit. The amount of the benefit is calculated using the Normal Retirement Benefit formula. If you elect to begin receiving your benefit before age 65 but after age 55 (provided you had at least 10 years of Vesting Service when you terminated employment), the Early Retirement

reductions shown on the table under the *Early Retirement Benefit* section will apply. As a general rule, the amount of your Bargaining Unit Plan benefit is determined by the terms of the Bargaining Unit Plan in effect at the time of your termination. Further, the automatic and other optional retirement payments available to you are also determined by the terms of the Bargaining Unit Plan in effect at the time you receive your Bargaining Unit Plan benefit. You should note that lump sum distributions are only available if you meet the eligibility requirements set forth under the *Lump Sum Payment* section.

If you reached age 65 while actively employed by the Company, you were automatically considered to be Vested in whatever benefit had been accrued up to that point. Thus, whatever benefit had been earned became payable on your Annuity Starting Date.

If you were a Participant whose employment with the Company terminated in connection with the Sanmina Sale, you became fully Vested in your accrued benefit under this Bargaining Unit Plan as of August 24, 2001.

IF YOU BECOME DISABLED

If you have at least 10 years of Vesting Service and you become totally and permanently disabled (as defined by the Social Security Act), you may elect to receive your Bargaining Unit Plan benefit by submitting a written request to the Pension Plan Administrator. (If you die while disabled but before benefits start, the benefits described under the section entitled "Pension Benefits Payable Following Your Death" will apply.) Your Disability Retirement Date will be the first day of the month following the date on which you submit your request. You may choose the first day of any month up to your Normal Retirement Date as your Annuity Starting Date. Your benefit is calculated as if you were electing early retirement, using your years of Credited Service determined as of the earlier of August 24, 2001 or your Disability Retirement Date.

The reduction factors for receiving your benefit before your Normal Retirement Date are as follows:

Actuarial Reduction Factors

Age When Your Benefit Payments Begin	Percentage of Benefit Payable	Age When Your Benefit Payments Begin	Percentage of Benefit Payable
62 and above	100.0%	44	53.7%
61	96.0%	43	52.2%
60	92.2%	42	50.8%
59	88.6%	41	49.5%
58	85.3%	40	48.2%
57	82.1%	39	47.0%
56	79.1%	38	45.8%
55	76.3%	37	44.7%
54	73.7%	36	43.7%
53	71.1%	35	42.6%
52	68.8%	34	41.7%
51	66.5%	33	40.8%
50	64.4%	32	39.9%
49	62.4%	31	39.0%
48	60.4%	30	38.2%
47	58.6%	29	37.4%
46	56.9%	28	36.7%
45	55.3%	27	36.0%

PENSION BENEFITS PAYABLE FOLLOWING YOUR DEATH

IF YOU DIE BEFORE YOU BEGIN RECEIVING BENEFITS

If you are married and you die before you begin receiving benefits, your surviving Spouse will receive a monthly lifetime pre-retirement surviving spouse benefit if you:

- had at least one Hour of Service under the Bargaining Unit Plan (or the Rockwell predecessor plan) after September 2, 1974; and
- were married at least one year at the date of your death (or you were married less than one year and died of accidental causes);

and you:

- had completed at least 5 years of Vesting Service or otherwise became fully Vested in your Bargaining Unit Plan benefit as a result of the Sanmina Sale;
- had retired but had not begun receiving retirement benefits; or
- had terminated employment with a Vested benefit.

If at the time of your death you had completed at least 10 years of Vesting Service, payment of your benefit to your surviving Spouse will begin either in the month following the date you would have attained age 55, or in the month following your date of death, whichever is later. If at the time of your death you are fully Vested in your Bargaining Unit Plan benefit, but you have fewer than 10 years of Vesting Service (whether you were an active or terminated vested employee), the benefit payable to your surviving Spouse will begin on the first of the month following the date you would have reached age 65.

The benefit will be calculated as if:

- you had applied to begin receiving retirement benefits at age 55 (or date of death, if later) if you had at least 10 years of Vesting Service, or at age 65 if you were fully Vested in your Bargaining Unit Plan benefit but you had fewer than 10 years of Vesting Service; and

- you had elected the 50% Joint and Survivor Annuity; and
- you died prior to receiving your first monthly payment.

If you are unmarried and die before you begin receiving benefits, no benefits will be paid.

Lump Sum Payments

If the present value of payments payable at your death equals \$5,000 or less, the Company will pay this amount to your surviving Spouse as a lump sum cash distribution in lieu of monthly payments.

Optional Lump Sum Death Benefits - For Surviving Spouses of Participants Who Died On or After May 2, 1995 While Actively Employed

The surviving Spouse of any Participant, who died while an active employee on or after May 2, 1995 with at least five years of Vesting Service, may elect to receive a lump sum death benefit instead of the pre-retirement surviving spouse benefit discussed above (provided the Participant and his or her Spouse had been married for at least one year). If the Participant had at least ten years of Vesting Service, the surviving Spouse may elect a lump sum death benefit after the Participant would have attained age 55. If the Participant had at least five years of Vesting Service, his or her surviving Spouse may not elect a lump sum death benefit until the Participant would have attained age 65. The lump sum death benefit amount will be the value of 50% of the Participant's accrued benefit under the Bargaining Unit Plan.

IF YOU DIE AFTER YOUR PENSION STARTS

If you are receiving pension benefits under the Single Life Annuity, payments end on the last calendar day of the month of your death.

If you are receiving pension benefits under the Qualified Joint and Survivor Annuity, upon your death your eligible surviving Spouse who was married to you on the date your pension began will receive 50% of the reduced monthly benefit for life. Payments to your eligible surviving Spouse will begin on the first calendar day of the month immediately following your date of death.

If you are receiving pension benefits under the Joint and 50% Contingent Annuity, upon your death the Beneficiary you named on the date your pension began will receive 50% of the reduced monthly benefit for life. Payments to your Beneficiary

will begin on the first calendar day of the month immediately following your date of death.

If you are receiving pension benefits under the Joint and 75% Contingent Annuity, upon your death the Beneficiary you named on the date your pension began will receive 75% of the reduced monthly benefit for life. Payments to your Beneficiary will begin on the first calendar day of the month immediately following your date of death.

If you are receiving pension benefits under the Joint and 100% Contingent Annuity, upon your death the Beneficiary you named on the date your pension began will receive 100% of the reduced monthly benefit for life. Payments to your Beneficiary will begin on the first calendar day of the month immediately following your date of death.

If you die after receiving your pension benefit as a single lump sum payment, no further benefit is payable to anyone.

HOW PENSION BENEFITS ARE PAID

If you meet the eligibility requirements for Normal or Early Retirement, and the present value of your Vested benefit exceeded \$5,000 when your employment ended, you have the following payment options:

- You may elect to receive your Bargaining Unit Plan benefit as a single lump sum payment, with the written, notarized consent of your Spouse.
- You may receive your benefit as an immediately payable annuity, reduced for commencement prior to your Normal Retirement Date.
- You may defer commencement of your Vested benefit to a later date.

If you terminated employment before qualifying for Normal or Early Retirement but after completing five years of Vesting Service and the present value of your Vested benefit exceeded \$5,000 when your employment ended, you will generally receive your Vested benefit at your Normal Retirement Date. You may elect to receive your Vested benefit as early as age 55 if at the time of termination you had completed ten years of Vesting Service. If the present value of your Vested benefit is \$5,000 or less, you will receive your Bargaining Unit Plan benefit as a single lump sum payment.

You can request an information package from the HR Service Center at 1-888-582-3684 describing your payment options prior to terminating your employment. Effective as of January 1, 2013, you will have a 180-day election period during which you may elect to have your Vested benefit paid immediately or deferred until a later date.

If you receive the present value of your Vested benefit as a single lump sum payment, you must select one or more of the following three distribution options:

- A single lump sum payment to you, and/or
- Direct Rollover to a traditional IRA or Roth IRA, and/or
- Direct Rollover to another employer's qualified retirement plan, including the Alcatel-Lucent Savings Plan (ALSP), if you have an account in that plan.

If you elect to receive your Vested benefit as an immediately payable annuity,
your Vested benefit will be paid as follows:

- If you are legally married when your annuity payments begin, the normal form of payment is the 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 your reduced monthly benefit for his or her life. In addition, you may decline the QJSA with the written, notarized consent of your Spouse and elect either a Single Life Annuity or a Joint and Contingent Annuity form of payment which provides survivor benefits to a Beneficiary.
- If you are **not** legally married, your pension will be paid to you as a Single Life Annuity with no payments continuing after your death, unless you elect a Joint and Contingent Annuity which provides survivor benefits to a named Beneficiary.

If your benefit is paid as an annuity, you will receive your first check on or about the first day of the month which is at least 30 days after your pension begins.

If your pension is payable as a QJSA and your Spouse dies before you, but after your pension begins, your payments will continue at the reduced amount and no payments will be made after your death.

If your pension is payable as a Joint and Contingent Annuity (either 50%, 75% or 100% survivor annuity) and your Beneficiary dies before you, but after your pension begins, your payments will continue at the reduced amount and no payments will be made after your death.

If you are legally married, you may decline or re-elect the QJSA by notifying the Pension Plan Administrator (see "Important Contacts"), in writing:

- Within the 180 days immediately before your Vested benefit is to begin, or, if later,
- Within 180 days immediately after the date the Pension Plan Administrator mails or personally delivers to you your pension estimates.

If you change your mind one or more times during the election period, your Spouse's written, notarized consent is required each time you decline the QJSA. However, once your Spouse has given consent to any declination you have made, your Spouse cannot unilaterally withdraw consent for that declination. Once the 180-day election period is over, you cannot change your choice for any reason, including a change in your marital status.

If you commence your Vested benefit as a QJSA, the person to whom you are legally married on the day your pension begins remains entitled to the annuity if you are later separated or divorced, even if one or both of you remarry.

If you commence your Vested benefit as a Joint and Contingent Annuity (either 50%, 75% or 100% survivor annuity), the person named as the Beneficiary on the day your pension begins cannot be changed for any reason.

If you decline the QJSA and elect a Single Life Annuity with your Spouse's written, notarized consent, you will receive your full pension for life. Following your death, all payments will stop.

If you elect to defer payment of your Vested benefit to a later date, the payment options and payment methods described in this SPD will generally be available to you when you later elect to commence your benefit. You may elect to commence your deferred benefit in the future by contacting the Pension Plan Administrator in writing. The Pension Plan Administrator will calculate your benefit as of the first calendar day of the month immediately following the month in which your written request to commence your benefit is received by the Pension Plan Administrator. The Pension Plan Administrator will send you the appropriate information, along with the forms to be completed and returned before your benefit can commence.

If you elect to defer payment of your Vested benefit and do not contact the Pension Plan Administrator to commence your benefit, the Pension Plan Administrator will contact you approximately three months before your 65th birthday.

It is important that you notify the Pension Plan Administrator of any change in your address after you leave the active payroll (see "Important Contacts").

PENSION BENEFIT PAYMENT OPTIONS

Unless you elect an optional form of payment, your benefit is paid monthly either as a Single Life Annuity or a Qualified Joint and Survivor Annuity. It is important that you understand these payment forms. The Pension Plan Administrator can furnish you with more detailed information concerning the effect of these forms on your benefit. Your marital status determines which payment form applies to you.

SINGLE LIFE ANNUITY

This is the normal form of payment for unmarried persons. Under this method, you receive a monthly benefit for life. Since the benefit is payable to only one person, this form of payment provides the highest monthly benefit. When you die, payments stop and are not continued to anyone else.

If you are married, and you elect this form of payment, your Spouse will be required to give his or her written consent to your election. This consent must be witnessed by a notary public who is not a Company employee. Special forms are available from the Pension Plan Administrator for this purpose.

QUALIFIED JOINT AND SURVIVOR ANNUITY

If you are married when payments begin, your monthly benefit is paid in the form of a Qualified Joint and Survivor Annuity, unless you elect an optional form, subject to applicable spousal consent requirements. Under this option, you receive a reduced monthly benefit for life. When you die, your surviving Spouse will receive a monthly benefit for life equal to 50% of your reduced benefit. The reduction factors are shown in Table I of the Appendix.

The Pension Plan Administrator will provide you with a general description of this option, your election rights, and the impact on your retirement income. If you do not make an election to receive an optional benefit form before your benefits begin, the Qualified Joint and Survivor Annuity will be automatic.

If you are married, and you elect to waive the Qualified Joint and Survivor Annuity, your Spouse will be required to sign a notarized consent form acknowledging the effects of your decision to waive this benefit. This consent must be witnessed by a notary public who is not a Company employee. You have the right to waive this option until your Annuity Starting Date.

If you elect the Qualified Joint and Survivor Annuity and your Spouse dies before your Annuity Starting Date, this payment method will be cancelled and you will receive payments as a Single Life Annuity, unless you elect another optional payment method. If your Spouse dies before you and after your benefits begin, you will continue to receive the reduced benefit amount. Once benefit payments have commenced, this option is irrevocable. If you are divorced after your Annuity Starting Date, your former Spouse will continue to be covered under the Qualified Joint and Survivor Annuity. In either case, if you subsequently remarry, your new Spouse will not be entitled to a surviving Spouse benefit from the Pension Plan.

JOINT AND CONTINGENT ANNUITY

Like the Qualified Joint and Survivor Annuity, the monthly benefit to your Beneficiary is a percentage of your reduced benefit. The percentages you can elect are 50%, 75% or 100%, with your benefit amount actuarially reduced. The tables in the Appendix show the reduction factors for each annuity option.

If you elect this option, and you are married, your Spouse must consent in writing to such election and his or her consent must be witnessed by a notary public who is not a Company employee.

This benefit is payable only if you and Beneficiary are living at your Annuity Starting Date. If either you or your Beneficiary should die before this option goes into effect, the election will be cancelled. If your Beneficiary should die after you begin to receive benefit payments, you will continue to receive the reduced benefit amount.

If you choose this option, you will need to make your election during the 180-day election period ending on your Annuity Starting Date.

LEVEL BENEFIT OPTION

If you begin receiving benefits before age 62, you may elect to have your benefits actuarially adjusted so that you will receive a higher benefit from the Pension Plan prior to the date you are eligible to receive Social Security Old Age benefits (or age 62, if earlier) and a smaller benefit from the Pension Plan after that date. Under this option, your total retirement income (taking into account your primary Social Security benefit) is expected to be relatively level.

This option is not available if the monthly benefit payable to you from the Pension Plan would be less than \$15 a month. For more information about this option contact the Pension Plan Administrator.

LUMP SUM PAYMENT

If your employment terminated on or after May 2, 1995, you may elect a lump sum distribution. Under this method, you receive a single, one-time payment when your retirement benefit is paid. No survivor benefits are payable. If you are married on the date your benefit is payable, your Spouse must provide his or her written, notarized consent to your election. This consent must be notarized by a notary public who is not a Company employee.

Your lump sum benefit amount represents the value of all monthly payments that would be made over your expected lifetime using an interest rate and mortality table described in the Pension Plan. Because the interest rate changes each year, the value of your lump sum benefit is also subject to change from year to year.

AUTOMATIC CASH OUT

Under certain circumstances, your Pension Plan benefit may be paid without your consent in one lump sum equivalent payment. If your Vested benefit is \$5,000 or less, it will be paid to you in a lump sum as soon as practicable following the event entitling you to your benefit; provided, however, that if your benefit becomes payable because you are totally and permanently disabled, your Vested benefit of \$5,000 or less will not be distributed until your long term disability payments cease under a Company-sponsored long term disability plan, if any. This amount can only be determined when benefits are actually calculated and takes into account such factors as your age, your beneficiary's age (if applicable), and specific actuarial factors and interest rates adopted under the Pension Plan for such calculations. If you or your beneficiary receive such a lump sum payment, no further payments or benefits will be paid from the Pension Plan.

TERMS YOU SHOULD KNOW

Several words and phrases have a specific meaning under the Bargaining Unit Plan provisions of the Pension Plan. This section explains those terms so that you can better understand your benefits. These terms are capitalized whenever they appear in a section to let you know that they are defined here.

Annuity Starting Date: the first day of the first period for which an amount is paid as an annuity or in any other form. The Annuity Starting Date with respect to a benefit which a participant elects to commence immediately after termination of employment shall generally be the day after the participant goes off-roll.

Bargaining Unit: the unit at Richardson, Texas represented by the International Union of Electrical, Salaried, Machine and Furniture Workers, AFL-CIO, Local No. 787.

Bargaining Unit Plan: the Alcatel USA, Inc. Retirement Plan for Production Employees.

Beneficiary: the person you designate to receive your benefits under the Pension Plan in the event of your death. If you are married, your Beneficiary is your Spouse, unless your Spouse consents in writing to your designation of another Beneficiary when you start your pension. In order for your Spouse's consent to be valid, it must be witnessed by a notary or Pension Plan representative and filed with the Pension Plan Administrator.

Breaks In Service: Certain Breaks In Service during your employment with the Company may affect your Vesting and Credited Service. For more information on Breaks In Service or service in general, contact the Pension Plan Administrator.

Company: Alcatel-Lucent USA Inc., each of the Controlled Group Companies, and each Non-Participating Subsidiary Company.

Consolidated Retirement Plan: the Alcatel USA, Inc. Consolidated Retirement Plan which was merged into the Alcatel-Lucent Retirement Income Plan, effective March 1, 2007. The Bargaining Unit Plan is a component plan under the Consolidated Retirement Plan.

Controlled Group Company: a company of which Alcatel-Lucent USA Inc. directly or indirectly owns 80% or more of the voting stock, and any other company required to be aggregated with it under Sections 414(b), (c), (m), or (o) of the Internal Revenue Code of 1986, as amended.

Credited Service: is used to determine the amount of benefit you will receive. A year of Credited Service is defined as any calendar year in which you had 2,000 or more Hours of Service. If you had less than 2,000 Hours of Service, you will receive credit for one-twelfth of a year of Credited Service for each 174 Hours of Service, computed to the nearest one-twelfth. As is the case with Vesting Service, only one year of Credited Service can be earned in any calendar year. Hours of Service earned with affiliated companies do not count in determining Credited Service. Your Credited Service will be determined as of August 24, 2001, which is when benefit accruals under this Pension Plan ceased as a result of the Sanmina Sale.

Direct Rollover: a payment of all or part of a lump sum distribution to a traditional IRA, Roth IRA or another employer's qualified retirement plan that accepts rollovers.

Disability Retirement Date: the first day of the month following the date on which employment of a Totally and Permanently Disabled Participant terminates as a result of his election to retire.

Early Retirement Date: the first day of the month following the date on which employment of a Participant terminates as a result of his election to retire prior to his or her Normal Retirement Date.

Eligible Employee: you are an Eligible Employee if you employed by Alcatel USA Marketing, Inc. (formerly Alcatel Network Systems, Inc.) and covered under the Bargaining Unit.

Hours of Service: any hours for which you were paid for your work. Premium-rate hours are credited as straight time hours. Hours of Service are also credited for certain absences, including approved leaves of absence and layoffs, if you were an Eligible Employee at the start of such an absence. Hours of Service will also be granted for each hour for which back pay was awarded or agreed to by the Company (or an affiliated company) for any period off work.

The Hours of Service granted during such absences will be credited at the rate of 174 hours per month, prorated at eight hours per day, up to 40 hours per week. If you received your regular compensation during any such absences, your Hours of Service are determined by dividing the payments you received by your hourly rate of compensation.

Joint and Contingent Annuity: an optional form of distribution which provides you with a reduced monthly benefit for life and upon your death your Beneficiary will continue to receive 50%, 75% or 100%, as elected by you, of the amount of your reduced monthly benefit for life. If you are married, your Spouse must provide written, notarized consent to your waiver of the Qualified Joint and Survivor Annuity.

Normal Retirement Date: the first day of the month coinciding with or following your 65th birthday.

Non-Participating Subsidiary Company: any corporation of which more than 50% of the voting stock is owned directly or indirectly by Alcatel-Lucent USA Inc. and which does not participate in the Pension Plan.

Participant: an Eligible Employee who is a member of the Bargaining Unit. If you were an Eligible Employee on August 28, 1991, you became a Participant in the Bargaining Unit Plan on that date. After August 28, 1991, you became a Participant in the Bargaining Unit Plan on the date you became an Eligible Employee.

Pension Plan: the Alcatel-Lucent Retirement Income Plan.

Pension Plan Administrator: the contact for information and transactions for the Bargaining Unit Plan provisions of the Pension Plan (see "Important Contacts").

Qualified Domestic Relations Order (QDRO): a court order in a divorce, legal separation, or similar proceeding, that requires part or your entire Vested pension benefit to be paid to meet a property settlement agreement, alimony, child or dependent support payments. See QDRO/QMCSO Administration under "Important Contacts" for details on whom to contact in the event your pension benefit is subject to a QDRO, or to obtain (without charge) a copy of the Pension Plan's procedures governing QDROs.

Qualified Joint and Survivor Annuity (QJSA): the normal form of distribution under the Bargaining Unit Plan if you are legally married when your pension begins. A 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 his or her life.

Sanmina Sale: the sale of the Richardson, Texas facility to Sanmina Corporation, effective August 24, 2001.

Single Life Annuity: the normal form of distribution under the Pension Plan if you not legally married when your pension begins.

Spouse: a person to whom you are “legally married” within the meaning of the Social Security Act on the date such determination is to be made.

Totally and Permanently Disabled: 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.

Vesting or Vested: you are Vested, meaning you have a non-forfeitable right in your benefit under the Pension Plan, according to the schedule below. However, you will automatically become fully Vested in your benefit if you reach Normal Retirement Age (*i.e.*, age 65) or become Totally and Permanently Disabled while you are still employed by the Company.

Completed Years of Vesting Service	Vested Percentage
Less than 5 years	0%
5 years or more	100%

Vesting Service: is used to determine your right to receive a benefit. For years after January 1, 1976, a year of Vesting Service is defined as any calendar year in which you had 1,000 or more Hours of Service. If you had less than 1,000 Hours of Service, but more than 500 Hours of Service, you are credited with one-twelfth of a year of Vesting Service for each 80 Hours of Service, computed to the nearest one-twelfth. If you have less than 501 Hours of Service in any Calendar year, you will receive no credit for Vesting Service during that year. Only one year of Vesting Service can be earned in any calendar year. Hours of Service earned with affiliated companies count in determining Vesting Service.

If your employment terminated in connection with the Sanmina Sale, you became fully Vested in your accrued benefit under the Bargaining Unit Plan as of August 24, 2001.

IMPORTANT CONTACTS

Here is a list of resources for the Pension Plan.

PENSION PLAN ADMINISTRATOR

The Pension Plan Administrator is the official source for all pension and pension-related services for Eligible Employees and provides the following services:

- Pension calculations
- Pension-affecting record changes
- Pension commencement processing
- Death case processing
- Annuitant pension administration
- General pension and pension-related information
- Pension check processing and adjustments.

By Phone

You can reach the Pension Plan Administrator through the HR Service center at 1-888-582-3684 on any business day from 9:00 a.m. to 6:00 p.m., Eastern Time.

By Mail

You may send written correspondence to the Pension Plan Administrator by email at falcatel.pension@alcatel-lucent.com or by regular mail, as follows:

Pension Plan Administrator
Alcatel-Lucent
M/S BENF1
3400 W Plano Pkwy
Plano, TX 75075

OTHER RESOURCES

The following sources have specific responsibilities, as explained below:

Contact / Service Provided	Address
QDRO/QMCSO Administration: Handles matters relating to Qualified Domestic Relations Orders (QDROs) Qualified Medical Support Orders (QMCSOs) and interrogatories regarding the Pension Plan.	QDRO/QMCSO Administration Alcatel-Lucent USA Inc. M/S BENF1 3400 W Plano Pkwy Plano, TX 75075
Subpoenas regarding the Pension Plan should be served directly to:	Jackson Lewis Attention: V.A. Cino, Esq. 220 Headquarter Plaza East Tower, 7 th Floor Morristown, NJ 07960
Employee Benefits Committee: Serves as final review committee for Pension Plan benefit appeals.	Alcatel-Lucent Employee Benefits Committee c/o Alcatel-Lucent USA Inc. Room 2B-410 600-700 Mountain Avenue Murray Hill, NJ 07974
Pension Plan Administrator: Assists Employee Benefits Committee in the administration of the pension provisions of the Pension Plan including granting and denial of claims for pension benefits.	Pension Plan Administrator of the Bargaining Unit Plan provisions of the Pension Plan: Alcatel-Lucent USA Inc. M/S BENF1 3400 W Plano Pkwy Plano, TX 75075

OTHER IMPORTANT INFORMATION

This section contains administrative information about the Pension Plan and other details required under the terms of a federal law, the Employee Retirement Income Security Act of 1974, as amended (ERISA).

CLAIM PROCEDURES

Employees, retired employees, their beneficiaries (if applicable) and former employees eligible for a benefit under this Pension Plan, or any individual duly authorized by them have the right under ERISA and the Pension Plan to file a written claim for payment for benefits. A claim may also be filed if it is believed that years of Vesting Service have not been computed correctly. Send all written claims for pension matters to the Pension Plan Administrator. See "Important Contacts."

All claims for benefits under the Pension Plan must be brought within one year of the date on which such claim accrued. All claims brought after the one-year period shall be time barred.

The procedure for filing claims is:

- If the claim is denied in whole or in part, you will receive written notice of the Pension Plan Administrator's decision including the specific reasons for the decision(s), reference to the Pension Plan provisions on which the decision is based, a description of any additional information necessary to perfect the claim and a description of the Pension Plan's review procedures along with a statement of your rights under Section 502(a) of ERISA, within 90 days after the Pension Plan Administrator received the claim.
- If the Pension Plan Administrator needs more than 90 days to make a decision, a representative will notify you in writing within the initial 90-day period explaining why more time is required. An additional 90 days may be taken if the Pension Plan Administrator sends this notice. The extension notice will show the date by which the Pension Plan Administrator's decision will be sent.

If you do not hear from the Pension Plan Administrator within the appropriate time frame, as described above, you will be considered to have exhausted your administrative remedies under the Pension Plan and will be entitled to pursue a remedy under Section 502(a) of ERISA.

The following appeal procedures give the rules for appealing a denied claim.

APPEAL PROCEDURES

If your claim for pension benefits or years of Vesting Service is denied in whole or in part, or if you or your beneficiaries or authorized representative believe that benefits under the Pension Plan to which you are entitled have not been provided, an appeal process is available to you. You or your authorized representative may appeal in writing within 60 days after the denial is received. Send the appeal directly to the Alcatel-Lucent Employee Benefits Committee (EBC). See "Important Contacts."

If you or your representative submits a written request for review of a denied claim, you have the right to:

- Review pertinent Pension Plan documents, which you can obtain free of charge as described in "Pension Plan Documents", and
- Send to the EBC a written statement of the issues and any other documents in support of the claim for benefits or other matter under review.

The EBC will conduct a review and make a final decision within 60 days after receipt of the written request for review.

If special circumstances cause the EBC to need more than 60 days to make a decision, a representative will notify you in writing within the initial 60-day period and explain why more time is required. An additional 60 days -- for a total of 120 days -- may be taken if the EBC sends this notice.

The decision will be in writing and will include the specific reasons for the decision, reference to specific Pension Plan provisions on which the decision was based, a statement that you are entitled to receive upon request and free of charge copies of all documents and information relevant to your claim, and a statement of your rights to bring an action under Section 502(a) of ERISA.

If the EBC does not respond within 60 (or 120) days, you will be considered to have exhausted your administrative remedies under the Pension Plan and will be entitled to pursue a remedy under Section 502(a) of ERISA.

The EBC shall serve as the final review committee under the Pension Plan. The EBC shall have sole and complete discretionary authority to determine conclusively for all parties, and in accordance with the terms of the documents or instruments governing the Pension Plan, any and all questions arising from administration of the Pension Plan and interpretation of all Pension Plan provisions, determination of all questions relating to participation of Eligible Employees and eligibility for benefits, determination of all facts, the amount and type of benefits payable to any participant and construction of all terms of the Pension Plan.

Decisions by the EBC shall be conclusive and binding on all parties and not subject to further review. Also, please note that applicable law and the Pension Plan's provisions require that you pursue all your claim and appeal rights described above on a timely basis before seeking any other legal recourse regarding claims for benefits or years of Vesting Service. If you do not hear from the Pension Plan Administrator or the EBC within any of the appropriate time frames as described above, you will be considered to have exhausted your administrative remedies under the Pension Plan and will be entitled to pursue a remedy under Section 502(a) of ERISA.

RIGHTS OF A PLAN PARTICIPANT OR BENEFICIARY UNDER ERISA

The Pension Plan is classified as a defined benefit pension plan under ERISA. As a participant in this Pension Plan, you have these rights and protections under ERISA:

- You can examine, without charge, at the Pension Plan Administrator's office, and at other specified locations, all documents governing the Pension Plan, and a copy of the latest annual report (Form 5500 Series) filed by the Pension Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- You can obtain copies of documents governing the operation of the Pension Plan, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description upon written request to the Pension Plan Administrator (see "Important Contacts"). You will be charged a reasonable fee for copies of the documents requested unless federal law requires that they be furnished without charge.
- You are entitled to receive a summary of the Pension Plan's annual financial report, a copy of which is furnished to each Pension Plan participant once a year.
- If you are a participant in the Pension Plan, once a year you are entitled to obtain a statement. The statement will tell you whether you have a right to receive a pension at Normal Retirement Age (generally age 65). If you do have the right, the statement will also say what your benefits would be at that age if you stop working now. If you are not yet eligible to receive a pension, the statement will tell you how many more years you have to work

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to earn a non-forfeitable right to a pension. You must request this statement in writing from the Pension Plan Administrator. The Pension Plan must provide the statement free of charge.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for Pension Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Pension Plan. These people, called fiduciaries of the Pension Plan, have a duty to operate the Pension Plan prudently and in the interest of Pension Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for benefits is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you submit a written request to the Pension Plan Administrator for a copy of the Pension Plan documents and you do not receive them within 30 days, you may file suit in a federal court. In such cases, the court may require the Pension Plan Administrator (see "Pension Plan Identification") to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent for reasons beyond the control of the Pension Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Pension Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If Pension Plan fiduciaries misuse the Pension Plan's money, or if you are discriminated against for asserting your rights under ERISA, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who will pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay costs and fees, for example, if it finds your claim to be frivolous.

ASSISTANCE WITH YOUR QUESTIONS

For answers to questions about the Pension Plan, contact the Pension Plan Administrator (see "Important Contacts"). If you have any questions about this statement of your rights, or about your rights under ERISA, or if you need assistance in

obtaining documents from the Pension Plan Administrator, contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

PENSION PLAN DOCUMENTS

This summary plan description summarizes the key features of the Alcatel USA, Inc. Retirement Plan for Production Employees provisions of the Alcatel USA, Inc. Consolidated Retirement Plan, which was merged into the Alcatel-Lucent Retirement Income Plan as of March 31, 2007 (the "Pension Plan"). There are separate summary plan descriptions which set forth the key features of the other provisions of the Pension Plan. You can find complete details in the official Pension Plan documents that legally govern the operation of the Pension Plan. All statements made in this summary plan description are subject to the provisions and terms of those documents. Pension Plan documents include the official Pension Plan text, the trust agreement, the annual report and other documents and reports maintained by the Pension Plan or filed with a federal government agency. Pension Plan participants and beneficiaries of deceased participants can review copies of those documents any time during normal business hours at the offices of the Pension Plan Administrator (see "Important Contacts"). If you are unable to examine these documents there, you should write to the Pension Plan Administrator, specifying the documents you wish to review and at which Company work location. Copies of the requested documents will be made available for examination within ten days after your request is submitted.

You or the beneficiary of a deceased participant can also request copies of any Pension Plan documents by writing to the Pension Plan Administrator. Copies will be furnished within 30 days at a nominal charge, unless federal law requires that they be furnished without charge.

PLAN TERMINATION

Alcatel-Lucent USA Inc. intends to continue the Pension Plan. The Board of Directors of Alcatel-Lucent USA Inc. (or its delegate) reserves the right to modify, suspend, change or terminate the Pension Plan at any time. Also, benefits are provided at Alcatel-Lucent USA Inc.'s discretion and do not create a contract of employment. Federal law requires a pension plan administrator to describe in a summary plan description relevant information regarding the possibility, however unlikely, of a plan termination. Federal law and most, if not all, pension plans provide for the right to terminate plans and describe what happens upon a termination. If the Pension Plan were terminated, you could still have rights to future benefit payments, but you would not earn any further pension rights under this Pension Plan regardless of

continuing employment with a Participating Company. Participants may also have certain rights to benefits insured by the Pension Benefit Guaranty Corporation.

A plan termination may be a total termination or a partial termination. A total termination would apply to all participants and beneficiaries. A partial termination would apply to the participants and beneficiaries specified in any such termination.

If the Pension Plan were terminated, the rights of all affected participants and beneficiaries to pension benefits computed as of the date of termination would become non-forfeitable to the extent that there are sufficient assets in the pension trust fund to cover those benefits. In the case of a partial termination, only a portion of the trust fund assets would be available to pay benefits to affected participants and beneficiaries.

The Pension Plan and federal law specify the general manner and order that the assets of the pension trust fund will be allocated, for purposes of paying benefits computed as of the date of termination, to participants and beneficiaries. Essentially, in the event of a pension plan termination, the assets of the pension trust fund would first be allocated to pay benefits to participants and beneficiaries who are already receiving benefits under the Pension Plan at the time of termination or who had the right to immediately receive such benefits if they had retired before the termination. There are certain limitations on the amount of assets that can be allocated to this highest priority category. After benefits are provided to participants and beneficiaries in this highest priority, remaining assets would be allocated to other participants and beneficiaries in certain other priority categories relating to an employee's Service, and would depend on whether or not an employee's benefit was Vested before the termination, and the amount of the employee's computed pension to the date of the termination.

The benefits that are provided upon and after a plan termination may, at the discretion of Alcatel-Lucent USA Inc., be provided through the purchase of an annuity, the distribution of a lump sum cash amount, or in other forms as Alcatel-Lucent USA Inc. determines.

To the extent that there are remaining assets in the pension trust fund after the allocation of amounts sufficient to cover benefits for retired employees or their annuitants, active employees who had the immediate right to retire under the Pension Plan, former employees with deferred Vested pensions, and active employees with Vested benefits, the Pension Plan provides that amounts may be allocated to certain former employees who may have had certain pension rights under a predecessor plan.

The current termination provisions of the Pension Plan provide that, if there are any remaining assets after making provisions for the payment of all benefits earned to the date of termination, remaining assets are to be applied solely for pension purposes in an equitable manner consistent with the purposes of the Pension Plan. Alcatel-Lucent

USA Inc. reserves the right to amend this provision relating to any remaining assets in the event of pension plan termination to provide for some other disposition of remaining assets. Alcatel-Lucent USA Inc. also reserves the right to amend, in a manner consistent with required provisions under federal law, Pension Plan terms regarding the allocation of pension assets upon a pension plan termination. Alcatel-Lucent USA Inc. would notify you of any such amendment.

NON-ASSIGNMENT OF BENEFITS

You or your beneficiary cannot assign or transfer amounts payable under the Pension Plan. Similarly, amounts payable to you under the Pension Plan may not be used to pay debts or obligations of any nature, except as follows: the Pension Plan is required to comply with court-issued Qualified Domestic Relations Orders (QDROs) and IRS tax levies. You and your beneficiaries may obtain, without charge, a copy of the Pension Plan's QDRO Procedures from the QDRO/QMCSO Administration Group (see "Important Contacts").

TOP HEAVY RULES

A "top heavy" plan is a plan that provides more than 60% of its benefits to key employees (as defined in the Internal Revenue Code). If the Pension Plan should ever become top heavy, you will be notified.

MAXIMUM LIMITATIONS

Federal regulations under Internal Revenue Code Section 415 limit the amount of benefits that can be paid to any individual from a pension plan's trust fund. These limitations normally affect only the higher paid employees (or, in some cases, employees retiring at an early age) and are subject to periodic change by the IRS.

Additionally, federal regulations under Internal Revenue Code Section 401(a)(17) limit the annual amount of Compensation used in computing the amount of benefit payable under the Pension Plan. In any event, any amounts to which you may be entitled that are in excess of these limits are paid from Company operating expenses.

PENSION BENEFIT GUARANTY CORPORATION

Your pension benefits under this Pension Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Pension Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people will receive all of the pension benefits they would have received under the Pension Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Pension Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by the law for the year in which the Pension Plan terminates; (2) some or all of benefit increases and new benefits based on Pension Plan provisions that have been in place for fewer than 5 years at the time the Pension Plan terminates; (3) benefits that are not Vested because you have not worked long enough for the Company; (4) benefits for which you have not met all of the requirements at the time the Pension Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Pension Plan's Normal Retirement Age; and (6) non pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Pension Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

PAYMENTS UNDER LAW

Pension benefits will not be reduced by pensions or benefits paid under the Social Security Act or due to military service. However, if any other law currently in effect, such as workers' compensation, or any law enacted in the future should provide payments similar to those provided by the Pension Plan, the Pension Plan will limit its payments of pensions only to the amount in excess of those paid under the law.

UNCLAIMED BENEFITS

Any unclaimed benefits will remain in the pension trust fund and may be used to offset future Company contributions to that trust fund.

PENSION PLAN ADMINISTRATOR

Alcatel-Lucent USA Inc. administers the Pension Plan through the Alcatel-Lucent Employee Benefits Committee. Alcatel-Lucent USA Inc. has appointed the Pension Plan Administrator to assist in the day-to-day administration of the Pension Plan, including the granting and denial of claims for pension benefits. The Pension Plan Administrator shall interpret the Pension Plan provisions and shall have the responsibility for making all discretionary determinations under the Pension Plan.

PENSION PLAN IDENTIFICATION

Plan Name	The official Plan Name is the Alcatel-Lucent Retirement Income Plan.
Plan Sponsor	The Plan Sponsor is Alcatel-Lucent USA Inc.
Plan Administrator	The Pension Plan is administered by the Alcatel-Lucent Employee Benefits Committee.
Agent for Service of Legal Process	<p>You can direct any service of legal process related to the Pension Plan to:</p> <ul style="list-style-type: none"> • The Employee Benefits Committee at Alcatel-Lucent Room 2B-410, 600-700 Mountain Avenue, Murray Hill, NJ 07974, or • The trustee of the Pension Plan (see "Pension Trust Fund").
Pension Trust Fund	<p>Contributions to the pension trust fund are actuarially determined and paid by Alcatel-Lucent USA Inc. into a trust established exclusively for designated Pension Plan purposes. The trust fund is held by the following trustee which has signed a trust agreement with Alcatel-Lucent USA Inc.:</p> <p>BNY Mellon 135 Santilli Highway Everett, MA 02149</p>
Source of Payments	Vested pensions are paid from the pension trust fund.
Plan Records and Plan Year	The Pension Plan and all its records are maintained on a plan year basis. The Plan Year is the calendar year, beginning on January 1st and ending on December 31st of each year.
Type of Plan	The Pension Plan is a "defined benefit pension plan" under ERISA.
Plan Number	The Plan Number is 001.
Employer Identification Number	The Employer Identification Number assigned by the IRS is 22-3408857.

This SPD describes the Alcatel USA, Inc. Retirement Plan for Production Employees 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 who retire, die or terminate employment on or after January 1, 2013. More detailed information is provided in the official Pension Plan documents which are controlling.

APPENDIX

REDUCTION FACTORS

The tables which appear on the following pages are used to determine the amount of benefit payable to you and your Spouse or other beneficiary under the 50%, 75% or 100% Joint and Contingent Annuity options. The tables are based on your age and the age of your beneficiary as of the Annuity Starting Date.

To determine the amount of benefit payable to you, choose the appropriate table (50%, 75% or 100%) and locate the column that corresponds to your age and the row that corresponds to your beneficiary's age at the time benefits are to begin. The decimal amount shown at the point where the 2 columns meet is the percentage of your Single Life Annuity benefit payable. For example, if you are age 65 and elect a 100% Joint and Contingent Annuity, and name a 75-year-old as your beneficiary, your benefit would equal 84.0% (.840) of the Single Life Annuity amount otherwise payable to you.

Note that these reduction factors are applied in addition to any other reductions which may be applied. For example, if your benefit is reduced for commencement at age 60 to 92.2% of the amount otherwise payable at age 65, and you elected to be covered by the Joint and Contingent Annuity, the Joint and Contingent Annuity reduction would be applied to the amount of your reduced benefit, not to the age 65 benefit. Thus if, in the example described above, you had earned a benefit of \$100 per month, but had retired early and commenced benefit payments at age 60 (assuming your beneficiary's age is 70), the benefit would be 84.0% (.840) of \$92.20, not 84.0% of \$100.00.

Questions concerning these reduction factors should be directed to the Pension Plan Administrator.

TABLE I – 50% OPTION FACTOR
Participant's Age at Benefit Commencement

<u>Age</u> <u>Beneficiary</u>	<u>55</u>	<u>56</u>	<u>57</u>	<u>58</u>	<u>59</u>	<u>60</u>	<u>61</u>	<u>62</u>	<u>63</u>	<u>64</u>	<u>65</u>	<u>66</u>	<u>67</u>	<u>68</u>	<u>69</u>	<u>70</u>
35	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780
36	.785	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780
37	.790	.785	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780
38	.795	.790	.785	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780
39	.800	.795	.790	.785	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780
40	.805	.800	.795	.790	.785	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780
41	.810	.805	.800	.795	.790	.785	.780	.780	.780	.780	.780	.780	.780	.780	.780	.780
42	.815	.810	.805	.800	.795	.790	.785	.780	.780	.780	.780	.780	.780	.780	.780	.780
43	.820	.815	.810	.805	.800	.795	.790	.785	.780	.780	.780	.780	.780	.780	.780	.780
44	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.780	.780	.780	.780	.780	.780
45	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.780	.780	.780	.780	.780
46	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.780	.780	.780	.780
47	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.780	.780	.780
48	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.780	.780
49	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.780
50	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780
51	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785
52	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790
53	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795
54	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800
55	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805
56	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810
57	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815
58	.895	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820
59	.900	.895	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825
60	.905	.900	.895	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830
61	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835
62	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840
63	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845
64	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865	.860	.855	.850
65	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865	.860	.855
66	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865	.860
67	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865
68	.945	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870
69	.950	.945	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875
70	.955	.950	.945	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880
71	.960	.955	.950	.945	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885
72	.965	.960	.955	.950	.945	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890
73	.970	.965	.960	.955	.950	.945	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895
74	.975	.970	.965	.960	.955	.950	.945	.940	.935	.930	.925	.920	.915	.910	.905	.900
75	.980	.975	.970	.965	.960	.955	.950	.945	.940	.935	.930	.925	.920	.915	.910	.905
76	.980	.980	.975	.970	.965	.960	.955	.950	.945	.940	.935	.930	.925	.920	.915	.910
77	.980	.980	.980	.975	.970	.965	.960	.955	.950	.945	.940	.935	.930	.925	.920	.915
78	.980	.980	.980	.980	.975	.970	.965	.960	.955	.950	.945	.940	.935	.930	.925	.920
79	.980	.980	.980	.980	.980	.975	.970	.965	.960	.955	.950	.945	.940	.935	.930	.925
80	.980	.980	.980	.980	.980	.980	.975	.970	.965	.960	.955	.950	.945	.940	.935	.930

This SPD describes the Alcatel USA, Inc. Retirement Plan for Production Employees 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 who retire, die or terminate employment on or after January 1, 2013. More detailed information is provided in the official Pension Plan documents which are controlling.

TABLE II – 75% OPTION FACTOR
Participant's Age at Benefit Commencement

<u>Age</u> <u>Beneficiary</u>	<u>55</u>	<u>56</u>	<u>57</u>	<u>58</u>	<u>59</u>	<u>60</u>	<u>61</u>	<u>62</u>	<u>63</u>	<u>64</u>	<u>65</u>	<u>66</u>	<u>67</u>	<u>68</u>	<u>69</u>	<u>70</u>
35	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740
36	.745	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740
37	.750	.745	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740
38	.755	.750	.745	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740
39	.760	.755	.750	.745	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740
40	.765	.760	.755	.750	.745	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740	.740
41	.770	.765	.760	.755	.750	.745	.740	.740	.740	.740	.740	.741	.740	.740	.740	.740
42	.775	.770	.765	.760	.755	.750	.745	.740	.740	.740	.740	.740	.740	.740	.740	.740
43	.780	.775	.770	.765	.760	.755	.750	.745	.740	.740	.740	.740	.740	.740	.740	.740
44	.785	.780	.775	.770	.765	.760	.755	.750	.745	.740	.740	.740	.740	.740	.740	.740
45	.790	.785	.780	.775	.770	.765	.760	.755	.750	.745	.740	.740	.740	.740	.740	.740
46	.795	.790	.785	.780	.775	.770	.765	.760	.755	.750	.745	.740	.740	.740	.740	.740
47	.800	.795	.790	.785	.780	.775	.770	.765	.760	.755	.750	.745	.740	.740	.740	.740
48	.805	.800	.795	.790	.785	.780	.775	.770	.765	.760	.755	.750	.745	.740	.740	.740
49	.810	.805	.800	.795	.790	.785	.780	.775	.770	.765	.760	.755	.750	.745	.740	.740
50	.815	.810	.805	.800	.895	.790	.790	.780	.775	.770	.765	.760	.750	.745	.745	.740
51	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775	.770	.765	.760	.755	.750	.745
52	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775	.770	.765	.760	.755	.750
53	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775	.770	.765	.760	.755
54	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775	.770	.765	.760
55	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775	.770	.765
56	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775	.770
57	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775
58	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780
59	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.783
60	.865	.860	.855	.850	.845	.840	.935	.830	.823	.820	.815	.810	.805	.800	.795	.790
61	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795
62	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.910	.805	.800
63	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805
64	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.815	.820	.815	.810
65	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815
66	.895	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820
67	.900	.895	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825
68	.905	.900	.895	.890	.883	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830
69	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835
70	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840
71	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845
72	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870	.863	.860	.855	.850
73	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865	.860	.855
74	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865	.860
73	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870	.865
76	.940	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875	.870
77	.940	.940	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880	.875
78	.940	.940	.940	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885	.880
79	.940	.940	.940	.940	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890	.885
80	.940	.940	.940	.940	.940	.940	.935	.930	.925	.920	.915	.910	.905	.900	.895	.890

This SPD describes the Alcatel USA, Inc. Retirement Plan for Production Employees 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 who retire, die or terminate employment on or after January 1, 2013. More detailed information is provided in the official Pension Plan documents which are controlling.

TABLE III – 100% OPTION FACTOR
Participant's Age at Benefit Commencement

<u>Age</u> <u>Beneficiary</u>	<u>55</u>	<u>56</u>	<u>57</u>	<u>58</u>	<u>59</u>	<u>60</u>	<u>61</u>	<u>62</u>	<u>63</u>	<u>64</u>	<u>65</u>	<u>66</u>	<u>67</u>	<u>68</u>	<u>69</u>	<u>70</u>
35	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690
36	.695	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690
37	.700	.695	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690
38	.705	.700	.695	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690
39	.710	.705	.700	.695	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690
40	.715	.710	.705	.700	.695	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690
41	.720	.715	.710	.705	.700	.695	.690	.690	.690	.690	.690	.690	.690	.690	.690	.690
42	.725	.720	.715	.710	.705	.700	.695	.690	.690	.690	.690	.690	.690	.690	.690	.690
43	.730	.725	.720	.715	.710	.705	.700	.695	.690	.690	.690	.690	.690	.690	.690	.690
44	.733	.730	.725	.720	.715	.710	.705	.700	.695	.690	.690	.690	.690	.690	.690	.690
45	.740	.735	.730	.725	.720	.715	.710	.705	.700	.695	.690	.690	.690	.690	.690	.690
46	.745	.740	.735	.730	.725	.720	.715	.710	.705	.700	.695	.690	.690	.690	.690	.690
47	.750	.743	.740	.735	.730	.725	.720	.715	.710	.705	.700	.695	.690	.690	.690	.690
48	.755	.750	.745	.740	.735	.730	.723	.720	.715	.710	.705	.700	.695	.690	.690	.690
49	.760	.755	.750	.745	.740	.735	.730	.723	.720	.715	.710	.705	.700	.695	.690	.690
50	.765	.760	.755	.750	.745	.740	.735	.730	.725	.720	.715	.710	.705	.700	.695	.690
51	.770	.765	.760	.755	.750	.745	.740	.735	.730	.725	.720	.715	.710	.705	.700	.695
52	.775	.770	.765	.760	.755	.750	.745	.740	.735	.730	.725	.720	.715	.710	.705	.700
53	.780	.775	.770	.763	.760	.755	.750	.745	.740	.735	.730	.725	.720	.715	.710	.205
54	.783	.780	.775	.770	.765	.760	.755	.750	.745	.740	.735	.730	.715	.720	.715	.710
53	.790	.785	.780	.775	.770	.765	.760	.755	.750	.745	.740	.735	.730	.725	.720	.755
56	.795	.790	.785	.780	.775	.770	.765	.760	.755	.750	.745	.740	.735	.730	.723	.720
57	.800	.795	.790	.795	.780	.775	.770	.765	.760	.753	.750	.745	.740	.735	.730	.725
58	.805	.800	.795	.790	.785	.780	.775	.770	.763	.760	.755	.750	.745	.740	.735	.730
59	.810	.805	.800	.795	.790	.785	.780	.775	.770	.765	.760	.755	.750	.745	.740	.735
60	.815	.810	.805	.800	.795	.790	.785	.780	.775	.770	.765	.760	.755	.750	.745	.740
61	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775	.770	.765	.760	.755	.750	.745
62	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775	.770	.765	.760	.755	.750
63	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775	.770	.765	.760	.755
64	.835	.830	.825	.820	.815	.810	.805	.800	.793	.790	.785	.780	.775	.770	.765	.760
65	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775	.770	.765
66	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775	.770
67	.850	.843	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780	.775
68	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790	.785	.780
69	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.803	.800	.795	.790	.785
70	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795	.790
71	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800	.795
72	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805	.800
73	.880	.873	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810	.805
74	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.825	.820	.815	.810
75	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830	.823	.820	.815
76	.890	.890	.885	.880	.875	.870	.865	.860	.853	.850	.845	.840	.835	.830	.825	.820
77	.890	.890	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.935	.830	.825
78	.890	.890	.890	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835	.830
79	.890	.890	.890	.890	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840	.835
80	.890	.890	.890	.890	.890	.890	.885	.880	.875	.870	.865	.860	.855	.850	.845	.840