



Lucent Technologies Inc. Pension Plan

Summary Plan Description

For Retired Participants, Beneficiaries, and
Alternate Payees in Payment Status

January 2019

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Introduction

Nokia's benefit programs can be an important part of your financial security. Your benefit under the Lucent Technologies Inc. Pension Plan (the "Pension Plan" or the "Plan"), when combined with Social Security and other retirement savings, provides you the opportunity to build a balanced retirement portfolio that can help you meet your long-term financial and retirement goals.

This booklet--called a summary plan description ("SPD")--is intended to summarize specific terms of the Plan that apply to Plan Participants, Beneficiaries, and Alternate Payees in payment status. This SPD presents information regarding the Plan as of January 1, 2019. It is for informational purposes only. The actual terms of the Plan are reflected in the official Plan document, a copy of which can be obtained by writing to the Plan Administrator (see "Important Contacts" later in this SPD). Every care has been taken to ensure that this summary is accurate. In the event of a conflict between this document and the terms of the official Pension Plan document, the official Pension Plan document will control.

Note: This document relates only to the Lucent Technologies Inc. Pension Plan and only to Participants, Beneficiaries, and Alternate Payees who are in payment status. In this regard, it only provides information relevant to such status. For a summary of the Plan's provisions relating to other issues (for example, the Plan's terms regarding service accrual, vesting, breaks in service, or available payment forms), consult the Summary Plan Description that was available to you at the time you terminated from employment. Note also that there are separate SPDs for Participants in the Pension Plan who are still actively employed by Nokia of America Corporation (the "Company") and any affiliates that participate in the Plan and also separate SPDs for other Company-sponsored pension plans.

The Company expects to continue the Plan but reserves the right to amend, modify, or terminate it, in whole or in part, at any time by resolution of the Company's Board of Directors or its duly authorized delegate(s). Note: if the Plan were to be terminated, there are specific rules under federal law that must be followed.

Terms You Should Know

Several words and phrases have a specific meaning under the Plan. This section explains those terms so that you can better understand your benefits. These terms are capitalized when they appear in this SPD.

Alternate Payee: a person who, pursuant to the terms of a Qualified Domestic Relations Order, is recognized by the Pension Plan as having a right to receive all, or a portion of, a participant's Plan benefit.

Beneficiary/ies: as it pertains to a Joint and Survivor Annuity or a Period Certain and Life Annuity, the person or persons who are eligible to receive a reduced monthly benefit upon the death of the Participant.

Code: the Internal Revenue Code of 1986, as amended.

Company: Nokia of America Corporation (formerly known as Alcatel-Lucent USA Inc.), a Delaware corporation, and any successor entity.

Deferred Vested Pension: a type of pension that does not qualify as a Service Pension.

Disability Pension: pertains to Participants who qualify for a disability pension.

Employee Benefits Committee: the committee appointed by the Company to undertake certain administrative responsibilities for the Pension Plan.

ERISA: the Employee Retirement Income Security Act of 1974, as amended.

IRS: the Internal Revenue Service, part of the U.S. Department of the Treasury.

Joint and Survivor Annuity: a form of payment that provides you with monthly payments for your life with survivor protection for your Beneficiary. This is the automatic payment method under the Plan if you are married when your Plan benefit payments begin. Upon your death, your Beneficiary will receive reduced monthly payments for life. If your Plan benefit is being paid in this form and you have a pop-up feature and your Beneficiary dies before you but after your payments begin, your remaining payments will be increased by the amount of the original reduction.

Mandatory Portability Agreement (MPA): an agreement, effective January 1, 1985, among AT&T and its former affiliates (called "interchange companies"). The agreement provides for mutual recognition of service-credit and transfer of benefit obligations for certain

individuals who leave one interchange company and are later employed by another interchange company.

Nokia Group: the Company and each entity required to be aggregated with the Company under Sections 414(b), (c), (m) or (o) of the Code, i.e., all companies (parents, subsidiaries, and affiliates) that are under “common control” with the Company, plus the Company. Effectively, this means all “Nokia group” companies.

Nokia Benefits Resource Center: the official service center for all services related to the Pension Plan. The Nokia Benefits Resource Center is available to you 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”. Information about your Pension Plan benefit is also accessible, and pension transactions can be initiated, online through the Your Benefits Resources (YBR)[™] website at <http://resources.hewitt.com/nokia>, 24 hours a day, seven days a week.

Normal Retirement Age (NRA): your 65th birthday. Note: This is the Plan’s definition of normal retirement age, which might differ from your retirement age for purposes of other types of benefits, such as Social Security.

Participant: an individual who is entitled to receive a Plan benefit.

Pension Plan: the Plan, an employee pension benefit plan established and maintained by the Company. (Prior to October 1, 1996, the Plan was named the AT&T Pension Plan.)

Pension Plan Administrator: see Plan Administrator.

Pensioner Death Benefit: a benefit payable to an eligible beneficiary (which, for the purposes of the Pensioner Death Benefit, is limited to the Participant’s surviving Spouse, surviving dependent children, and other surviving dependent relatives) upon the death of a retired Participant in payment status whose benefit was payable as a Service Pension or a Disability Pension.

Period Certain and Life Annuity: an annuity paid for the life of the Participant or for a specific period of years, whichever is longer, with the provision that, after the Participant’s death, the Participant’s Beneficiary(ies) shall receive the balance of payment (if any) due during the stated minimum period of years.

Plan: see Pension Plan.

Plan Administrator: the Company.

QDRO: see Qualified Domestic Relations Order.

Qualified Domestic Relations Order (QDRO): a court order in a divorce, legal separation, or similar proceeding, that requires part or all your pension to be paid to meet a property

settlement agreement, alimony, child- or dependent-support payments and that the Plan Administrator determines meets the requirements of a “qualified domestic relations order” within the meaning of the Code, ERISA, and the terms of the Plan. See QDRO Administration under “Important Contacts” for details on whom to contact in the event your pension benefit is subject to such an order or to obtain (without charge) a copy of the Pension Plan’s procedures governing QDROs.

Service Pension: a type of pension that provides benefits based on the attainment of a certain number of years in age and in service, among other things.

Single Life Annuity: a form of payment that provides monthly payments to you for life with no payments continuing after your death.

SMM: see Summary of Material Modification (SMM).

SPD: see Summary Plan Description (SPD).

Spouse: the person to whom you are lawfully married. Your Spouse can be a person of the same sex if you and such other person were lawfully married in a jurisdiction that recognizes same-sex marriage (even if you and your spouse reside in a state or other jurisdiction that does not recognize same-sex marriages). Note: The term Spouse does not include individuals (whether of the same or opposite sex) who have entered into a registered domestic partnership, a civil union, or other similar formal relationship recognized under state or other law that is not denominated as a “marriage.”

Summary of Material Modification (SMM): a written summary of material changes to the terms of an employee benefit plan. SMMs typically modify information presented in the Plan’s most recently issued Summary Plan Description (SPD).

Summary Plan Description (SPD): a written summary of the material terms of an employee benefit plan. SPDs summarize the rights, benefits, and responsibilities of participants and beneficiaries in a plan and include information regarding the terms of the plan, such as eligibility requirements and what benefits the plan provides and, also regarding how those benefits may be obtained. An SPD may be modified from time to time by a Summary of Material Modification (SMM).

What Happens To My Plan Benefit When I Die?

If You Die After Commencing Your Plan Benefit (and You Elected an Annuity Form of Payment)

If you terminated employment and elected an annuity form of payment, whether benefits continue after your death will depend on the form of annuity that you elected.

- Single Life Annuity. If you elected to receive your Plan benefit in the form of a Single Life Annuity, your benefit will end as of your death and no further payments will be made.
- Joint and Survivor Annuity. If you elected to receive your Plan benefit in the form of a Joint and Survivor Annuity, upon your death, your Beneficiary will receive a reduced monthly benefit for the remainder of his or her life.
- Period Certain and Life Annuity. If you elected to receive your Plan benefit in the form of a Period Certain and Life Annuity, upon your death your Beneficiary(ies) shall receive the balance of payments (if any) due during the stated minimum period of years.

What Happens To My Plan Benefit If I Get Divorced?

By law and the terms of the Plan, your Plan benefits are generally “inalienable,” meaning they cannot be assigned for the benefit of creditors. (See “Benefits Are Generally Not Assignable” later in this SPD.) Your Plan benefits also cannot be divided or assigned to another person in connection with any marital settlement or divorce except pursuant to a Qualified Domestic Relations Order. In order for a domestic relations order (i.e., an order of a court in connection with a divorce or other domestic relations proceeding) to be recognized by the Plan, the order must meet the requirements of being Qualified Domestic Relations Order. In this regard, you may obtain, without charge, a copy of the Plan’s QDRO Procedures from the QDRO Administrator (see “Important Contacts” later in this SPD).

Note: If, when you terminated employment and commenced payment of your pension benefit, your then Spouse was designated as your Beneficiary, that person will continue to be your Beneficiary **regardless of any subsequent divorce or entry of a QDRO**. For example, if you were married to Spouse A at the time you commenced receiving your Plan benefit, elected a Joint and Survivor Annuity with Spouse A as your Beneficiary (survivor annuitant), then divorced Spouse A and later married Spouse B, when you die, Spouse A—not Spouse B—will still be considered the Beneficiary with respect to your Plan benefit, entitled to receive a reduced monthly benefit from the Plan for his/her life. In this regard, any QDRO that might be or might have been entered in favor of Spouse B (or even Spouse A) after you commenced receiving your Plan benefit will only affect the portion of the Plan benefit that is payable to you; it will not in any way affect the survivor annuity that is payable, upon your death, to (former) Spouse A.

What Happens To My Plan Benefit If I Am Rehired By The Nokia Group?

If You Elected an Annuity Form of Payment and Are Rehired by a Nokia Group Company

- If you terminated employment from the Nokia Group, elected to receive your Plan benefit in an annuity form of payment, and are rehired by any Nokia Group Company, your Plan benefit payments will be suspended for as long as you continue to work for a Nokia Group company. Your Plan benefit will again become distributable upon your subsequent termination of employment from the Nokia Group or your death. You will be able to elect to recommence your Plan benefit in any form of payment then available under the Plan (subject to any prior surviving Spouse rights, if applicable, and subject further to the written notarized consent of the person who is your Spouse as of the date of recommencement).

Note: The above-described suspension rules apply to your period of re-employment prior to reaching your Normal Retirement Age (NRA). After reaching your NRA, whether your Plan benefit payments are suspended depends on the number of hours per month for which you are paid. Note further: Special suspension-of-benefit rules apply if you are covered by the Mandatory Portability Agreement (MPA). Contact the Nokia Benefits Resource Center if you are MPA-eligible.

If You Took a Lump-Sum Distribution of Your Plan Benefit and Are Rehired by the Plan Sponsor or an Affiliate that Participates in the Plan

If you terminated employment from the Nokia Group, took a Lump Sum Distribution of your Plan benefit, and are rehired by the Company or an affiliate of the Company that participates in the Plan, you may be permitted to repay your Lump Sum to the Pension Plan, inclusive of interest if either of the following applies to you:

- You are covered by the Mandatory Portability Agreement (MPA), in which case you will be permitted to repay your Lump Sum Distribution, with interest, solely for the purpose of having your Plan-recognized service and related pension assets later transfer to another “former affiliate” within the meaning of the MPA. (Contact the Nokia Benefits Resource Center if this applies to you.)
- You have a Deferred Vested Pension benefit, in which case, you will be permitted to repay your Lump Sum Distribution, with interest, solely with the purpose of allowing you to be credited with Plan-recognized service to grow into a Service Pension.

Note: If the Lump Sum benefit distribution was \$5,000 or less, your right to repay with interest expires the later of (a) the end of the fifth Plan Year after the year in which the Lump Sum Distribution was made; or (b) the date 6 months after the Participant's first reemployment date. In the event of a Participant who received a Lump Sum Distribution in excess of \$5,000, the Participant's right to make repayment shall expire on the date 6 months after the Participant's first reemployment date.

Claims and Appeals

The Pension Plan maintains claims and appeals procedures designed to afford you a fair and timely review of any claim you might have relating to the Pension Plan. Generally, you are legally required to pursue all your claim and appeal rights on a timely basis before seeking any other legal recourse, including litigation.

How to File a Claim

Participants and beneficiaries (if applicable), and any individual duly authorized by them, have the right to file a claim for benefits due under the terms of the Plan, to enforce their rights under the terms of the Plan, or to clarify their rights to future benefits under the terms of the Plan.

All claims must be in writing. Include with your claim pertinent and supporting documents. Send your claim to the Plan Administrator (see “Important Contacts”).

**All claims must be brought within one year of the date
on which the claim arises.**

You will receive a written notice of the Plan Administrator’s decision within 90 days after the Plan Administrator receives your claim. If the Plan Administrator needs more than 90 days to make a decision, the Plan Administrator will notify you in writing within the initial 90-day period and explain why more time is required. An additional 90 days (for a total of 180 days) may be taken if the Plan Administrator sends this notice. The extension notice will show the date by which the Plan Administrator’s decision will be sent.

If your claim is denied, in whole or in part, the notice advising you of the Plan Administrator’s decision will include the specific reason(s) for the decision, reference to the Plan provisions on which the decision is based, a description of any additional information necessary to perfect the claim, and a description of the Plan’s review procedures (along with a statement of your rights under Section 502(a) of ERISA to bring a civil action after a denial of an appeal).

How to File an Appeal

If your claim is denied, in whole or in part, an appeal process is available to you. You or your authorized representative may appeal the denial within 60 days after the denial is received. Appeals must be in writing. Send your written appeal to the Employee Benefits Committee (see “Important Contacts” later in this SPD).

All appeals must be submitted within sixty (60) days of receiving notice of the Plan Administrator’s decision.

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

- Review pertinent Plan documents relevant to your claim, which you can obtain free of charge, and
- Send to the Employee Benefits Committee a written statement of the issues and any other documents in support of the claim for benefits or other matter under review.

The Employee Benefits Committee will conduct a review and make a final decision within 60 days after receipt of a written request for review. If special circumstances cause the Employee Benefits Committee to need additional time to make a decision, a representative of the Committee will notify you in writing within the initial 60-day review period and explain why such additional time is needed. An additional 60 days—for a total of 120 days—may be taken if the Employee Benefits Committee sends this notice.

You will receive a written notice of the Employee Benefit Committee’s decision. If your claim is denied, in whole or in part, the notice advising you of the Employee Benefit Committee’s decision will include the specific reasons for the decision, reference to specific 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 a civil action under Section 502(a) of ERISA.

If the Employee Benefits Committee does not respond to your claim within 60 days (or 120 days if the notice described above has been given), 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 Employee Benefits Committee serves as the final review committee under the Pension Plan. Decisions by the Employee Benefits Committee are conclusive and binding on all parties and not subject to further internal review. The Committee has 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 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.

Your Rights Under ERISA

As a Participant in the Pension Plan, you are entitled to certain rights and protections under ERISA, as described below.

Your Right to Receive Information About the Plan and About Your Benefits Under the Plan

Under ERISA, all Plan Participants have the right:

- To examine, without charge, at the Pension Plan Administrator's office and at other specified locations such as worksites, all documents governing the Pension Plan and a copy of the latest Annual Return/Report (the Form 5500) filed by the Plan Administrator with the U.S. Department of Labor. The Plan's Annual Return/Report (Form 5500) is also available at the Public Disclosure Room, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C.
- To obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan and copies of the latest Annual Return/Report (Form 5500) and updated Summary Plan Description. The Pension Plan Administrator may make a reasonable charge for such copies.
- To obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65) and if so, what your benefits under the Plan would be at Normal Retirement Age if you were to stop working now. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Pension Plan must provide this statement free of charge.

Your Right to Prudent Actions by the Plan's Fiduciaries

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

Enforcing Your Rights

If your claim for a benefit under the Pension Plan is denied or ignored, in whole or in part, you have a right to know the reasons for the denial, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time limits.

Under ERISA, there are steps you can take to enforce the above rights. For example, if you request a copy of Plan documents or the latest Annual Return/Report (Form 5500) from the Plan Administrator and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials to you and also to pay you up to \$110 a day until you receive the materials (unless the materials were not sent because of reasons beyond the control of the 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 Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that the Pension Plan's fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should 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 these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Pension Plan, you should contact the Plan Administrator. If you have any questions about this statement of your ERISA rights or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest 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 going to www.dol.gov/EBSA or calling the publications hotline of the Employee Benefits Security Administration at (866) 444-EBSA (3272).

Other Information About the Pension Plan

The Official Plan Documents Are Controlling

This booklet, called an SPD, is intended to summarize the material terms of the Plan. The SPD is for informational purposes only. The actual terms of the Plan are reflected in the official Pension Plan document, a copy of which can be obtained by writing to the Pension Plan Administrator (see “Important Contacts” on the back cover of this SPD). Every care has been taken to ensure that this summary is accurate. In the event of a conflict between this SPD and the terms of the official Pension Plan document, the official Pension Plan document will control.

Because of the many detailed provisions of the Plan, no one other than the personnel or entities identified in this summary (see “Important Contacts” on the inside back cover of this SPD) is authorized to advise you concerning your benefits, regarding the terms of the Plan. Questions regarding your benefits, the Pension Plan should be addressed as indicated in this SPD. Neither the Company nor the Pension Plan is bound by statements made by unauthorized persons or entities. Moreover, in the event of a conflict between any information provided to you by an authorized resource and this SPD, this SPD (or the official Pension Plan document in the event of a conflict between this SPD and the official Pension Plan document) will control.

The Company Has the Right to Amend, Modify, or Terminate the Pension Plan

The Company expects to continue the Pension Plan. However, the Company has expressly reserved the right to amend, modify, or terminate the Pension Plan at any time and for any reason.

In the rare event that the Pension Plan were terminated, you could still have rights to future benefit payments. You might also have certain rights to benefits insured by the Pension Benefit Guaranty Corporation. See below under “Benefits Are Guaranteed, Up to Certain Limits, by the Pension Benefit Guaranty Corporation.” If the Pension Plan were terminated, the rights of all affected Participants and beneficiaries, if applicable, to pension benefits computed as of the date of termination would become nonforfeitable to the extent that there are sufficient assets in the pension trust fund to cover those benefits.

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, if applicable. 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, if applicable, 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, if applicable, in this highest priority, remaining assets would be allocated to other Participants and beneficiaries, if applicable, in certain other priority categories relating to an employee's service and would depend on whether 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 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. The Company has the right to amend this provision to provide for some other disposition of remaining assets. The Company also has the right to amend, in a manner consistent with required provisions under federal law, the Pension Plan's terms regarding the allocation of pension assets upon a Pension Plan termination. The Company will notify you of any such amendment.

The benefits that are provided upon and after a plan termination may, at the discretion of the Company, be provided through the purchase of an annuity, the distribution of a Lump Sum cash amount, or in other forms of payment as the Company may determine.

Benefits Are Generally Not Assignable

Neither you nor any Beneficiary, if applicable, may assign or transfer amounts payable under the Pension Plan to any other person. Amounts payable to you or to any Beneficiary, if applicable, under the Pension Plan are not subject to lien or attachment and cannot be used to satisfy debts or obligations of any nature, except as follows:

- The Pension Plan is required to comply with a court-issued domestic relations order that the Plan Administrator determines to be "qualified" (meeting the requirements of applicable law and the terms of the Plan). In this regard, you and your beneficiaries, if applicable, may obtain, without charge, a copy of the Pension Plan's QDRO Procedures from the QDRO Administrator (see "Important Contacts").

Note: If, when you terminated employment and commenced payment of your pension with a Beneficiary, that Beneficiary will continue to be your Beneficiary regardless of any entry of a QDRO. Any QDRO that might be or might have been entered in favor of an individual will only affect the portion of the Plan benefit that is payable to you; it will not in any way affect the benefit payable to your Beneficiary.

- The Pension Plan is required to comply with IRS tax levies.

- The Pension Administrator may adjust (reduce) future amounts payable to you or to a Beneficiary, if applicable, under the Pension Plan to recover overpayment.

Benefits Are Guaranteed, Up to Certain Limits, by the 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 is available in the pension plan trust and how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, contact the Plan Administrator or the PBGC 1200 K Street N.W. Washington, D.C. 20005-4026 or call 1-800-400-7242. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website at <http://www.pbgc.gov>.

Administrative Information

Plan Name	The official name of the Plan is the Lucent Technologies Inc. Pension Plan
Plan Sponsor Name and Address	The Plan Sponsor is Nokia of America Corporation. The address of the Plan Sponsor is: Nokia Room 6C-402A 600-700 Mountain Avenue Murray Hill, NJ 07974 USA
Plan Administrator Name and Address	The Plan is administered by Nokia of America Corporation. The address of the Plan Administrator is: Nokia Room 6C-402A 600-700 Mountain Avenue Murray Hill, NJ 07974 USA
Type of Administration	The Plan is administered by the Plan Sponsor.
Type of Plan	The Pension Plan is considered an “employee pension benefit plan” and a “defined benefit plan” under ERISA.
Plan Records and Plan Year	The Pension Plan and all its records are maintained on a calendar year basis, beginning on January 1 and ending on December 31 of each year.
Agent for Service of Legal Process	The Nokia Legal & Compliance organization is the agent for service of legal process. Service of legal papers, including service of subpoenas, may be served directly to: Nokia Legal & Compliance Organization Room 6C-412 600-700 Mountain Avenue Murray Hill, NJ 07974 USA
Employer Identification Number	The Employer Identification Number assigned by the IRS to this Plan is 22-3408857.

Plan Number

The Plan Number assigned by the Plan Sponsor to the Plan is 002.

Plan Trustee

Plan assets (along with the assets of certain other plans maintained by the Plan Sponsor) are held in a single master trust. The name and address of the trustee is:

The Bank of New York Mellon
135 Santilli Highway
Everett, MA 02149 USA

Important Contacts

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

Contact/Service Provided	Address
<p>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.</p>	<p>Online through the Your Benefits Resources (YBR)[™] website at http://resources.hewitt.com/nokia, 24 hours a day, seven days a week.</p> <p>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”.</p>
<p>Nokia Employee Benefits Committee— Serves as final review committee for Pension Plan benefit appeals.</p>	<p>Employee Benefits Committee Nokia 600-700 Mountain Avenue Room 6C-402A Murray Hill, NJ 07974 USA</p>
<p>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.</p>	<p>Legal & Compliance Organization Nokia 600-700 Mountain Avenue Room 6C-412 Murray Hill, NJ 07974 USA</p>
<p>Plan Administrator— Administers the Pension Plan; adjudicates claims for benefits; responsible for certain disclosure to Plan Participants regarding their benefits.</p>	<p>Pension Plan Administrator Nokia 600-700 Mountain Avenue Room 6C-402A Murray Hill, NJ 07974 USA</p>

Important Contacts

<p>QDRO Administrator— Handles matters relating to domestic relations orders affecting, or purporting to affect, Pension Plan benefits.</p>	<p>Send all draft or court certified orders to:</p> <p>Nokia QDRO/QMCSO Center P.O. Box 1433 Lincolnshire, IL 60069-1433 USA Fax: 1-847-883-9313</p> <p>For information or if you have questions: visit the Qualified Order Center website at www.qocenter.com, email your questions to QOCenter@aonhewitt.com, or contact the Nokia Benefits Resource Center (see above)</p>
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About Nokia

Nokia is a global leader in the technologies that connect people and things. Powered by the innovation of Bell Labs and Nokia Technologies, the company is at the forefront of creating and licensing the technologies that are increasingly at the heart of our connected lives.

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