

**Indiana Department
of Environmental Management**

Covenant Not To Sue



Voluntary Remediation Program

Lucent Technologies, Inc

Indianapolis, Indiana

VRP Project #6990101



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Brian C. Rockensuess
Commissioner

June 25, 2024

ATTN: John Galasso
Nokia Of America
Corporation
600 Mountain Avenue
Murray Hill, NJ 07974

Re: Covenant Not To Sue
Lucent Technologies, Inc
2525 North Shadeland
Indianapolis, Indiana
VRP #6990101

Dear Mr. Galasso:

The Indiana Department of Environmental Management's Voluntary Remediation Program (VRP) is pleased to provide the State of Indiana's Covenant Not To Sue to Lucent Technologies for the cleanup conducted at the Western Select Properties site, 2525 North Shadeland, Indianapolis, Indiana. Please find the original copy of the Covenant Not To Sue enclosed.

We appreciate your efforts in completing the voluntary cleanup at your site and fulfilling the requirements of the Voluntary Remediation Program. Your proactive efforts have taken Indiana another step toward a cleaner and healthier environment.

A final invoice will be issued to the project billing contact within the next few months.

If you have any questions or concerns regarding this project or the Covenant Not To Sue, please contact your VRP Project Manager, Damon Ridley, at (317) 234-0972, or at dridley@idem.IN.gov. Thank you for your participation.

Sincerely,

Brian Rockensuess
Commissioner

DSR:tt
Enclosure
cc: VRP Project Manager



Visit on.IN.gov/survey or scan the QR code to provide feedback.

We appreciate your input!



STATE OF INDIANA
VOLUNTARY REMEDIATION PROGRAM
COVENANT NOT TO SUE

COVENANT

On January 30, 2023, the Assistant Commissioner of the Indiana Department of Environmental Management (IDEM) issued a Certificate of Completion pursuant to Indiana Code § 13-25-5-16 to Lucent Technologies, Inc. for Voluntary Remediation Program (VRP) site number 6990101. The Certificate was issued in recognition of the completion of the work performed under a Voluntary Remediation Work Plan ("Work Plan") to address the release of hazardous substances and/or petroleum at the Western Select Properties in Indianapolis, Indiana. The Certificate is attached to this Covenant and incorporated herein. The Certificate contains a project summary as Exhibit 1; a list of the specific contaminants addressed under the project as Exhibit 2; a map of the site and the project areas as Exhibit 3, and Certificates of Merger establishing that Lucent Technologies, Inc. is now known as Nokia of America Corporation as Exhibit 4 (added by the applicant).

Pursuant to Indiana Code § 13-25-5, the Governor of the State of Indiana now covenants not to sue Lucent Technologies, Inc. for any liability, including future liability, or for any claim, resulting from or based upon the release or threatened release of contaminants listed in Exhibit 2 that were the subject of the approved Work Plan, as explained below. The Covenant shall bar suit against Lucent Technologies, Inc., and any other person who receives the Certificate of Completion through legal transfer or who acquires the subject property to which the Certificate applies ("successors in title"), from all public and private claims arising under Title 13 of the Indiana Code or rules adopted thereunder in connection with the release or threatened release of a hazardous substance or petroleum that was the subject of the approved Work Plan, except as set forth in Reservations, below.

This Covenant Not To Sue shall be construed as a Covenant running with the land, but shall not apply to the predecessors in title of the original applicant to the VRP, Lucent Technologies, Inc.

RESERVATIONS

1. Pursuant to Indiana Code § 13-25-5-18(c), the Covenant does not apply to any public or private claim for liability, or future liability, arising under Title 13 of the Indiana Code or any rules adopted thereunder, resulting from or based upon a condition or extent of a condition that:

- A) was present on the property on which the completed Work Plan was conducted; and
- B) was not known to the Commissioner of IDEM at the time the Certificate of Completion was issued.

For purposes of this paragraph, the Commissioner's knowledge at the Site is limited to the information IDEM received during the execution of the Work Plan and the information contained in the site investigation report(s) and the Work Plan and its attachments as provided to IDEM.

2. This Covenant applies only to releases of the contaminants addressed by the Work Plan as specified in Exhibit 2.

3. This Covenant does not apply to releases of hazardous substances or petroleum (including all contaminants listed in Exhibit 2 of the Certificate) that occurred or migrated outside

of the boundaries of the VRP project area, as identified in Exhibit 3 of the Certificate. This Covenant also does not apply to releases of hazardous substances or petroleum not listed in Exhibit 2 of the Certificate or releases that occurred after issuance of this Covenant.

4. Pursuant to Indiana Code § 13-25-5-1, a person's participation in the Voluntary Remediation Program does not affect a person's closure or corrective action obligations under the Resource Conservation and Recovery Act (RCRA) set forth in 42 U.S.C. § 6901, et seq.

5. Pursuant to Indiana Code § 13-25-5-18(f), this Covenant does not preclude the federal government from pursuing Lucent Technologies, Inc. or any successors for claims based on federal law.

6. This Covenant does not preclude the State of Indiana from taking any unilateral action at the site, under any existing or future statutory authority, to protect human health and the environment.

7. This Covenant does not preclude the State Natural Resource Trustees ("Trustees") from pursuing Lucent Technologies, Inc., or its successors in title, for natural resource damages resulting from the release or threatened release of any hazardous substances or petroleum, regardless of whether they were listed in Exhibit 2 and addressed by the completed Work Plan.

8. This Covenant does not preclude the State of Indiana from suing Lucent Technologies, Inc. for the administrative costs it agreed to pay IDEM under the Voluntary Remediation Agreement it entered into with IDEM.

9. This Covenant does not preclude the State of Indiana from enforcing, under Indiana Code § 13-14-2-6(6) or other applicable law, an environmental restrictive covenant recorded on the property that is the subject of this Covenant.

10. This Covenant is conditioned upon complete compliance with the provisions and restrictions of the environmental restrictive covenant that has been recorded on the property that is the subject of this Covenant.

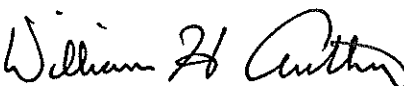
WHEREFORE, the Governor of the State of Indiana issues this Covenant to Lucent Technologies, Inc. with all aforementioned privileges, responsibilities, conditions and reservations, this 25th of June, 2024.



Eric J. Holcomb, Governor, State of Indiana

APPROVED FOR LEGALITY AND FORM

Theodore E. Rokita
Attorney General, State of Indiana

By: 

William H. Anthony
Chief Counsel for the Advisory Division
Office of Indiana Attorney General Theodore E. Rokita

A202300013268

RECORDED
AS RECEIVED

COUNTY RECORDER'S STAMP

02/21/2023 03:08 PM
FAITH KIMBROUGH
MARION COUNTY IN RECORDER
FEE: \$ 35.00
PAGES: 20
By: CJ

Indiana Department of Environmental
Management

Certificate of Completion



Voluntary Remediation Program

Lucent Technologies
Indianapolis, Indiana

VRP Project #6990101



20

2525 Shadeland, LLC, 1475 Powell Street #106, Emeryville, CA 94608

[Insert name and mailing address of property owner]

("Owner") hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, 2525 Shadeland, LLC the said Owner of

[Insert Owner's Name]

2525 N Shadeland Avenue parcel identification number[s] 7016568 and 7042438

[Insert address of site],

[insert 18-digit parcel identification number(s) as described in 50 IAC 23-8-1]

has caused this Certificate of Completion to be executed on this 13th day of

February, 2023.

[Handwritten Signature]

[Owner's or Representative's Signature]

Name: Christopher F. Ayers

Title: Agent for 2525 Shadeland, LLC

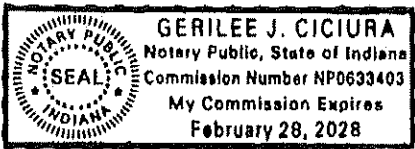
STATE OF INDIANA)

COUNTY OF MARION)

SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Chris Ayers, the Agent of the Owner, 2525 SHADELAND, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 13th day of FEBRUARY, 2023.



Gerilee J. Ciciura

_____, Notary Public

Residing in JOHNSON County, IN

My Commission Expires (Include Seal):

Indiana Department of Environmental Management



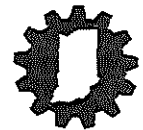
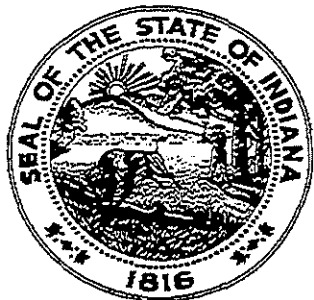
Certificate of Completion

Issued to Lucent Technologies

FOR The successful completion of the Voluntary Remediation Work Plan for the Western Select Technologies, IDEM #6990101, located at 2525 North Shadeland, Indianapolis, (Marion County) Indiana, as more specifically described in the attached Exhibits 1-3, which are incorporated herein by reference. The issuance of a Certificate of Completion under IC 13-25-5 is a final agency action for purposes of IC 4-21.5.

Signed this date January 30, 2023

Peggy Dorsey, Assistant Commissioner, Office of Land Quality
Department of Environmental Management



A State that Works

Exhibit 1

Project Summary

Exhibit 1

Project Summary
Certificate of Completion for the Voluntary Remediation Program
Indiana Department of Environmental Management
Lucent Technologies, Inc
VRP Site # 6990101

VRP APPLICANT: Lucent Technologies, Inc

APPLICANT ADDRESS: 600 Mountain Ave., Murray Hill, NJ 07974

PROJECT NAME: Western Select

VRP PROJECT ADDRESS: 2525 North Shadeland, Indianapolis, IN 46204

CITY, COUNTY: Indianapolis, Marion

PROJECT MANAGER: Damon Ridley

DATE APPLICATION RECEIVED: February, 1998

DATE COMPLETION REPORT APPROVED: August, 2022

**DID THE REMEDY ENTAIL ACTIVE / PHYSICAL REMEDIATION OF
CONTAMINATION IN ORDER TO ACHIEVE CLOSURE?:** Yes (see below)

REMEDATION CLEANUP GOALS ACHIEVED: Tier II Nonresidential or/and
nondefault.

MEDIA ADDRESSED: Surface Soil, Subsurface Soil, Groundwater

VRP PROJECT AREA: See Exhibit 3

ENVIRONMENTAL RESTRICTIVE COVENANT (ERC) USE RESTRICTIONS:

The Owner:

(a) Shall not use or allow the use of the Real Estate for residential purposes, including, but not limited to, daily childcare facilities or educational facilities for children (e.g., daycare centers or K-12 schools).

(b) Shall not install or allow the installation of water wells beyond the existing on-Site production well for extraction of groundwater at the Real Estate for any

purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.

(c) Shall not use the existing on-Site production well to supply potable water without annually sampling the well for PAHs, VOCs, and lead to confirm that any detected contaminants of concern ("COCs") are at levels below their maximum contaminant levels ("MCLs"). Any water from the existing on-Site production well intended for potable use and in which COCs are detected above MCLs must be treated to meet drinking water standards prior to consumption.

(d) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's Remediation Closure Guide ("RCG") (dated March 22, 2012 and applicable revisions). Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws, and disposal of such soils must also be done in accordance with all applicable federal and state laws.

(e) Shall neither engage in nor allow excavation of soil (at depths below the pavement/surface grade) in the area identified via legal survey as the "Construction Worker Restriction Area" on the attached Exhibit C (which is incorporated herein), unless the soil disturbance obligations listed in the preceding paragraph are followed. In addition, the Owner shall provide written notice to the Department in accordance with paragraph 14 of the ERC at least 15 calendar days before the start of soil disturbance activities. The owner, upon the Department's request, shall provide the Department evidence showing the excavated and restored area does not represent a threat to human health or the environment.

(f) Shall maintain the integrity of the existing asphalt pavement, building floor, and concrete structures underlying the gravel/grass, which are depicted on Exhibit C and serve as an engineered barrier against direct contact with the underlying soils and against potential vapor intrusion into Building 30. These barriers must not be excavated, removed, disturbed, demolished, or allowed to fall into disrepair. Replacement of the existing concrete slab(s) and/or asphalt with new material(s) is permissible as long as the surfaces in the restricted area shown in Exhibit C are completely covered by an impermeable cover that is properly maintained. Should the cover be removed, it must be replaced with a

cap of equivalent or greater impermeability and thickness unless it can be demonstrated to IDEM that the underlying contaminated soil has been remediated to the direct-contact Screening Levels (SLs) for the industrial scenario in Appendix A of the RCG.

(g) Shall not occupy any newly-constructed building(s) in the restricted areas (Exhibit C and D of the ERC), without incorporation/completion of: i. A building floor of similar construction to the existing building floor, and/or ii. A vapor barrier, and/or iii. Other appropriate method to assess and/or mitigate potential vapor intrusion risk. If a vapor intrusion mitigation system option is selected, a detailed work plan must be submitted and approved by IDEM before implementation. The work plan must outline activities to be completed related to the proposed technology(ies) and indoor air sampling protocols used to evaluate the vapor intrusion risk. Following Department approval, supplement, install and thereafter operate such technologies for the purpose of mitigating the COCs potentially impacting indoor air in any newly-constructed, human-occupied building on the restricted soil and/or groundwater areas on the Real Estate after the date of this Covenant until the Department makes a determination regarding acceptable risk under Article IV TERM, MODIFICATION, AND TERMINATION of this Covenant. The Department's determination shall be based upon the RCG SLs for Commercial/ Industrial Indoor Air or site-specific action levels approved by the Department. The Department's determination shall not be unreasonably withheld. In the event that any vapor intrusion mitigation system operating on the Real Estate malfunctions or ceases operation, the Department shall afford the Owner a reasonable opportunity to repair or replace the vapor intrusion mitigation system prior to the Department exercising its rights under Article III Enforcement of the ERC. This prohibition does not apply to short-term occupancy of a building for purposes of construction, renovation, repair, or other short-term activities.

The land-use restrictions above are contained in an ERC recorded on the property. The ERC can be reviewed at the Marion County Recorder's Office (Document #A202100100688), or in IDEM's Virtual File Cabinet (VFC) as document #832443648 at the following internet web address: <http://vfc.idem.in.gov/>. The ERC is hereby incorporated by reference into Exhibit 1 of this Certificate of Completion (COC).

ENGINEERING CONTROL(S) TO BE MAINTAINED: existing buildings

SUMMARY OF PROJECT:

Soil and groundwater remediation activities at the former American Telephone & Telegraph (AT&T) Indianapolis Works facility located at 2525 North Shadeland Avenue,

Indianapolis, Indiana (herein referred to as the "Site" or the "Property") under the Indiana Department of Environmental Management (IDEM) Voluntary Remediation Program (VRP) began in 1999. The remediation work was conducted as part of the sales agreement between AT&T and Orchard Properties. Environmental investigations were initiated and conducted at the Site to assess the degree and extent of soil and groundwater contamination. Based on the results of these initial site investigations, the primary source of contamination was found to be trichloroethene (TCE) from the former solvent storage tank system located east of Building 30. A second source area was identified in the vicinity of the former rail unloading area, south of Building 60 on the north side of Building 37. Additional potential sources of contamination that were evaluated include:

- Former aboveground storage tanks containing cyanide, removed in 1986.
- Former wastewater treatment plant associated with chromium and cyanide.
- Former storage areas associated with bulk oil (boiler oil), waste oil, and acids.

The Site was thoroughly characterized and the boundaries of soil and groundwater contamination effectively defined as the result of multiple environmental investigations conducted during the period from 1985 through July 2008. The soil and groundwater data from these investigations were used to develop the scope of the remedial actions outlined in the 2008 RWP.

Additional, focused investigation activities were conducted during the latter half of 2008 through 2014 as needed to adapt the remediation strategy to Site conditions, incorporate newer treatment products into the remedial design, and/or augment the post-treatment monitoring network.

Subsequent to the initial removal actions and initial Site characterization, remedial actions were initiated at the Site. The primary remedial technologies applied at the Site were:

- Groundwater extraction, treatment, and discharge (GWETD) applied in the area from the former solvent and storage tank areas immediately east of Building 30 to the south property boundary
- Electrical resistance heating (ERH) in the former solvent and storage tank areas immediately east of Building 30
- Sub-slab depressurization under the south and east portions of Building 30
- Enhanced reductive dechlorination (ERD) applied in the same general area as the GWETD

The remediation treatment areas are defined in the remediation closure report.

As a result of the remedial actions at the Site, contaminants of concern (COC) mass in soil and groundwater was significantly reduced; however, residual COCs remain above applicable screen levels (SLs) in localized areas of the Site. Residual COCs are also present in sub-slab vapor and soil gas under a portion of Building 30 at concentrations

that could pose a vapor intrusion risk if existing barriers are removed or disturbed. As discussed below, potential exposure risks related to these Site conditions can be effectively mitigated by implementing controls under an ERC to ensure that existing engineered barriers are maintained in place and by providing procedures for appropriate handling of impacted media and barrier restoration, if disturbance becomes necessary.

IDEM deemed no additional remedial activities were warranted with the use of an Environmental Restrictive Covenant that limits contact with the soil and groundwater and the remediation that was completed. Therefore, the site is ready for closure.

This Certificate of Completion is not meant to modify the terms or conditions of the completed Remediation Work Plan and Covenant Not to Sue. In the event this Certificate of Completion should be inconsistent with the Remediation Work Plan or the Covenant Not To Sue, the Remediation Work Plan shall control.

Exhibit 2

Table of Contaminants Addressed in Project

EXHIBIT 2

Lucent Technologies

SITE CONTAMINANTS OF CONCERN ADDRESSED BY REMEDIATION WORK PLAN

Volatile Organic Compounds	Volatile Organic Compounds	Volatile Organic Compounds
Acetone	1,2-Dichloroethane	1,2,4-Trimethylbenzene
Acrolein	1,1-Dichloroethylene	1,3,5-Trimethylbenzene
Acrylonitrile	1,2-Dichloroethylene, Cis-	Vinyl acetate
Benzene	1,2-Dichloroethylene, Trans-	Vinyl chloride
Bromochloromethane	1,2-Dichloropropane	Xylene Total
Bromodichloromethane	1,3-Dichloropropane	
Bromoform	1,3-Dichloropropene	
Bromomethane	Ethylbenzene	
Butanol, N-	Ethyl methacrylate	Polyaromatic Hydrocarbons
Butylbenzene, N-	Hexachlorobutadiene	Acenaphthene
Butylbenzene, Sec-	Hexane, N-	Acenaphthylene
Carbon disulfide	2-Hexanone	Anthracene
Carbon tetrachloride	Methyl ethyl ketone	Benzo(a) anthracene
Chlorobenzene	4-Methyl-2-Pentanone	Benzo(a) pyrene
Chloroethane	Methylene Chloride	Benzo(b) fluoranthene
Chloroform	Methyl tert butyl ether	Benzo(g,h,i)perylene
Chloromethane	Propylbenzene	Benzo(k) fluoranthene
Chlorotoluene, O-	Styrene	Chrysene
Chlorotoluene, P-	1,1,1,2-Tetrachloroethane	Dibenzo(a,h)anthracene
Cumene	1,1,2,2-Tetrachloroethane	Fluoranthene
1,2-Dibromo-3-chloropropane	Tetrachloroethylene	Fluorene
Dibromochloromethane	Toluene	Indeno(1,2,3-cd) pyrene
1,2-Dibromomethane	1,2,3-Trichlorobenzene	1-Methylnaphthalene
1,2-Dichlorobenzene	1,2,4-Trichlorobenzene	2-Methylnaphthalene
1,3-Dichlorobenzene	1,1,1-Trichloroethane	Naphthalene
1,4-Dichlorobenzene	1,1,2-Trichloroethane	Phenanthrene
1,4-Dichloro-2-butene, Trans-	Trichloroethylene	Pyrene
Dichlorodifluoromethane	Trichlorofluoromethane	
1,1-Dichloroethane	1,2,3-Trichloropropane	

Specific and detailed information regarding the work performed under the Remediation Work Plan, the remedial objectives achieved for this project, and contaminant concentrations at the time of closure are available online on the Indiana Department of Environmental Management's Virtual File Cabinet located at <http://vfc.idem.in.gov/DocumentSearch.aspx>.

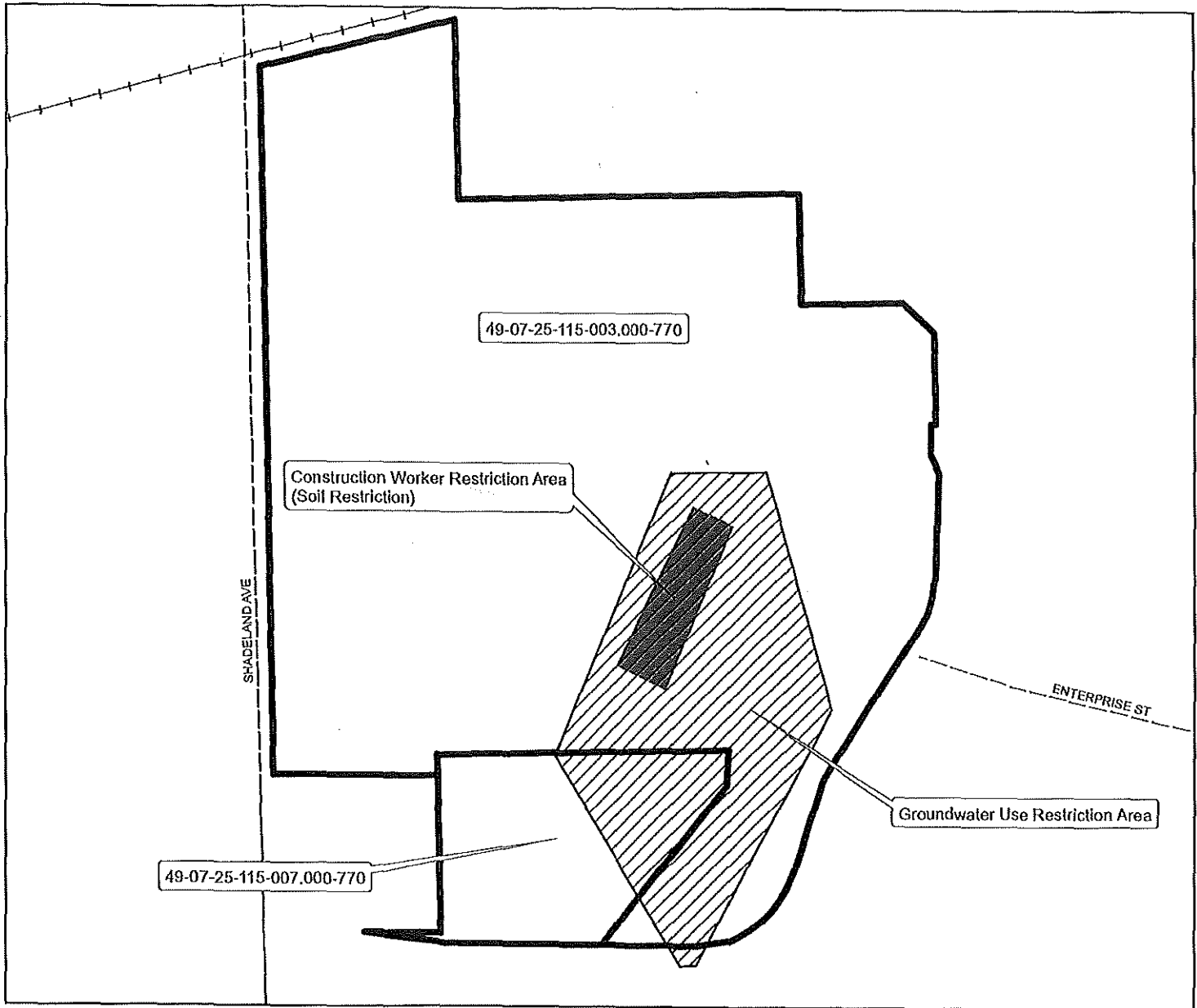
The Remediation Work Plan Amendment #02 and Remediation Completion Report (combined) for Western Select Properties is indexed on the Virtual File Cabinet as Document #82936150.

Exhibit 3

Site Map

Exhibit 3, VRP # 6990101 (Lucent Technologies, Inc. / Western Select)

General Extent of VRP Project Area & ERC



Mapped By: Mike Hill, IDEM, Office of Land Quality, Science Services Branch, Engineering & GIS Services, May 25, 2022

ERC Info: ERC Instrument # A202100100688 Recorded 07/30/2021
Environmental Restrictive Covenant

General Extent Info: General Extent of VRP Project Area is typical with the recorded ERC Real Estate (the 2 Parcel IDs below)

Parcel IDs: 49-07-25-115-003.000-770
49-07-25-115-007.000-770

Construction Worker Restriction Area and Groundwater Use Restriction Area Info: One Construction Worker Restriction Area and one Groundwater Use Restriction Area are within the 2 Parcel IDs referenced above.

PLSS Info: Section 25, T16N, R4E, Warren Township, Marion County, IN

Property: 2525 North Shadeland Avenue, Indianapolis, IN

Disclaimer: This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

	General Extent of VRP Project Area & ERC
	ERC - Groundwater Use Restriction Area
	ERC - Construction Worker Restriction Area
	Street
	Railroad

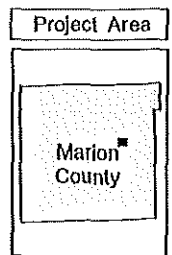
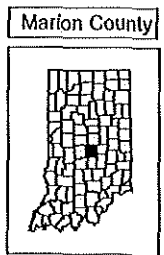
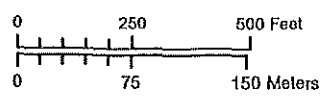


Exhibit 4

Certificates of Merger

(Lucent Technologies, Inc. to
Nokia of America Corporation)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ALCATEL USA MARKETING, INC.", A DELAWARE CORPORATION,
"ALCATEL USA SOURCING, INC.", A DELAWARE CORPORATION,
WITH AND INTO "LUCENT TECHNOLOGIES INC." UNDER THE NAME OF
"ALCATEL-LUCENT USA INC.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED
IN THIS OFFICE THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2008, AT
1:41 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF
NOVEMBER, A.D. 2008, AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.

2565838 8100M

081068369

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6935289

DATE: 10-28-08

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:41 PM 10/27/2008
FILED 01:41 PM 10/27/2008
SRV 081068369 - 2565838 FILE

CERTIFICATE OF MERGER
MERGING
ALCATEL USA MARKETING, INC.
AND
ALCATEL USA SOURCING, INC.
INTO
LUCENT TECHNOLOGIES INC.

Lucent Technologies Inc., a corporation organized under the laws of the State of Delaware (the "Surviving Corporation"), pursuant to Section 251 of the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

1. The name and state of incorporation of each of the constituent corporations are as follows:

Name	State of Incorporation
Alcatel USA Marketing, Inc.	Delaware
Alcatel USA Sourcing, Inc.	Delaware
Lucent Technologies Inc.	Delaware

2. An Agreement of Merger, dated as of October 17, 2008 (the "Agreement of Merger"), among the constituent corporations, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 and all other applicable provisions of the DGCL.

3. The name of the Surviving Corporation is Lucent Technologies Inc.

4. The certificate of incorporation of Lucent Technologies Inc. shall be the certificate of incorporation of the Surviving Corporation; provided, however, that Article FIRST of the certificate of incorporation of Lucent Technologies Inc. is hereby amended to read in its entirety as follows:

"**FIRST:** The name of the Corporation is Alcatel-Lucent USA Inc. (hereinafter the 'Corporation')."

5. The executed Agreement of Merger is on file at the principal place of business of the Surviving Corporation, the address of which is as follows:

600-700 Mountain Avenue
Murray Hill, New Jersey 07974

6. A copy of the Agreement of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

This Certificate of Merger shall become effective at 12:01 a.m. (Eastern Daylight Time) on November 1, 2008.

IN WITNESS WHEREOF, this Certificate of Merger has been executed by the Surviving Corporation as of October 17, 2008.

LUCENT TECHNOLOGIES INC.

By: 
Scott E. Wolfe, Secretary

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "NOKIA OF AMERICA CORPORATION", FILED IN THIS OFFICE ON THE THIRD DAY OF JANUARY, A.D. 2018, AT 3:57 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2565838 8100
SR# 20180051231

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 201916581
Date: 01-03-18

RESTATED CERTIFICATE OF INCORPORATION

OF

NOKIA OF AMERICA CORPORATION

In accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, Alcatel-Lucent USA Inc., a corporation organized under the laws of the State of Delaware, formed under the name NS-MPG Inc. on November 29, 1995, name changed to Lucent Technologies Inc. on February 5, 1996 and name changed to Alcatel-Lucent USA Inc. effective November 1, 2008 and name changed to Nokia of America Corporation effective January 1, 2018 (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is Nokia of America Corporation.
2. The address of the registered agent of the Corporation in the State of Delaware is located at 251 Little Falls Drive, in the City of Wilmington, County of New Castle, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this corporation may be served is Corporation Service Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.
4. The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of common stock, each having a par value of one cent (\$.01).
5. The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation:
 - a. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.
 - b. The directors shall have concurrent power with the stockholder(s) to make, alter, amend, change, add to or repeal the By-Laws of the Corporation.
 - c. The number of directors shall be as from time to time fixed by, or in the manner provided in, the By-Laws of the Corporation. Election of directors need not be by written ballot.
 - d. In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject to the provisions of the General Corporation Law of the State of Delaware (the "DGCL"), this Restated Certificate of Incorporation and any By-Laws adopted by the stockholder(s); provided, however, that no By-Laws hereafter adopted by the stockholder(s) shall invalidate any prior act of the directors which would have been valid had such By-Laws not been adopted.
6. A director of the Corporation shall not be personally liable to the Corporation or its stockholder(s) for monetary damages for breach of fiduciary duty as a director, except, if required by the DGCL, as amended from time to time, for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholder(s); (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (iii) for any transaction from which the director derived an improper benefit. Otherwise, a director of the Corporation shall be fully indemnified in his or her capacity as a director of the Corporation as provided under Delaware law.
7. Meetings of stockholder(s) of the Corporation may be held within or without the State of Delaware, as provided by the By-Laws. The books and records of the Corporation may be kept

outside of the State of Delaware or places which may be designated from time to time by the Board of Directors or in the By-Laws of the Corporation.

8. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholder(s) herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned has executed this Restated Certificate of Incorporation as of this 3rd day of January, 2018.

NOKIA OF AMERICA CORPORATION

By: Margaret G. Gelsi
Margaret G. Gelsi, Secretary

