
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D

(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO
§240.13D-1(A) AND AMENDMENTS THERETO FILED PURSUANT TO § 240.13-D**

(Amendment No. 2)*

Alcatel Lucent

(Name of Issuer)

Ordinary Shares
(Title of Class of Securities)

ISIN No. FR0000130007
(CUSIP Number of Class of Securities)

American Depositary Shares (each representing one Ordinary Share)
(Title of Class of Securities)

013904305
(CUSIP Number of Class of Securities)

Copies to:

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March 16, 2016
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. **013904305**

Schedule 13D

1	Names of reporting persons: Nokia Corporation I.R.S. Identification Nos. of Above Persons: Not Applicable	
2	Check the appropriate box if a member of a group: (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds: OO	
5	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e): <input type="checkbox"/>	
6	Citizenship or place of organization: Republic of Finland	
Number of shares beneficially owned by each reporting person with	7	Sole voting power: 3 241 602 307 (1)
	8	Shared voting power: 0
	9	Sole dispositive power: 3 241 602 307 (1)
	10	Shared dispositive power: 0
11	Aggregate amount beneficially owned by reporting person: 3 241 602 307 (1)	
12	Check if the aggregate amount in Row (11) excludes certain shares: <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11): 91.8% (2) representing 91.8% of the total outstanding voting power (3)	
14	Type of reporting person: CO	

- (1) Representing 2 925 132 031 Alcatel Lucent Shares and 316 470 276 Alcatel Lucent ADSs.
- (2) Based on the maximum number of 3 529 488 614 Alcatel Lucent Shares (including Alcatel Lucent Shares represented by Alcatel Lucent ADSs) outstanding as of February 15, 2016 as disclosed by Alcatel Lucent on February 22, 2016.
- (3) Based on the maximum number of 3 532 222 975 theoretical Alcatel Lucent voting rights (including such rights represented by Alcatel Lucent ADSs) outstanding as of February 15, 2016 as disclosed by Alcatel Lucent on February 22, 2016.

This Amendment No. 2 is being filed by Nokia with respect to Alcatel Lucent Securities, and it hereby amends the statement of beneficial ownership on Schedule 13D originally filed on January 26, 2016, as amended on February 10, 2016 (collectively with this Amendment No. 2, the “Schedule 13D”). Capitalized terms used herein and not defined have the meanings given to them in the Schedule 13D filed on January 26, 2016.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended and supplemented by adding the following:

“On March 8, 2016 Nokia acquired 11 820 932 Alcatel Lucent Shares in a private transaction in exchange for 0.5500 Nokia Shares for each Alcatel Lucent Share.

Item 4 is incorporated herein by reference.”

Item 4. Purpose of Transaction

Item 4 is hereby amended and supplemented by adding the following:

“On March 16, 2016, Nokia entered into a Share Purchase Agreement (the “Share Purchase Agreement”) with JPMorgan Chase Bank, N.A., as depositary (the “Depositary”) under the Depositary Agreement between the Depositary, Alcatel Lucent and all holders from time to time of the Alcatel Lucent American depositary receipts (“Alcatel Lucent ADRs”) as evidenced by Alcatel Lucent ADSs dated as of January 10, 2013 (the “Deposit Agreement”). Pursuant to the Share Purchase Agreement, subject to the satisfaction or waiver of certain conditions, Nokia would acquire all Alcatel Lucent Shares underlying the remaining outstanding Alcatel Lucent ADRs after termination of the Alcatel Lucent ADR program, which is expected to occur on April 25, 2016. The Alcatel Lucent Shares will be purchased at the same exchange ratio as that offered in the Exchange Offer, i.e. 0.5500 Nokia Shares for each Alcatel Lucent Share.

On March 16, 2016, Nokia resolved to issue new Nokia Shares in deviation from shareholders’ pre-emptive rights based on a resolution by the Board of Directors pursuant to the authorization granted by the extraordinary general meeting held on December 2, 2015. These new Nokia Shares will be paid for by contribution in kind of the Alcatel Lucent Shares purchased from the Depositary.

The forgoing description of the Share Purchase Agreement is a summary and qualified in its entirety by the terms of the Share Purchase Agreement, a copy of which is filed herewith as Exhibit 10 to this Amendment No. 2 and is incorporated herein by reference. “

Item 5. Interest in Securities of the Issuer

Item 5(a) is hereby amended and restated in its entirety to read as follows:

“As disclosed by Alcatel Lucent on February 22, 2016, there were 3 529 488 614 Alcatel Lucent Shares (including Alcatel Lucent Shares represented by Alcatel Lucent ADSs) outstanding as of February 15, 2016 and 3 532 222 975 theoretical Alcatel Lucent voting rights (including such rights represented by Alcatel Lucent ADSs) as of February 15, 2016.

Nokia beneficially owns 3 241 602 307 Alcatel Lucent Shares, including 316 470 276 Alcatel Lucent Shares represented by Alcatel Lucent ADSs.

Nokia beneficially owns 91.8% of the Alcatel Lucent Shares (including Alcatel Lucent Shares represented by Alcatel Lucent ADSs) representing 91.8% of the total outstanding voting power in Alcatel Lucent (including such rights represented by Alcatel Lucent ADSs).

In addition to the Alcatel Lucent Securities owned by Nokia, the following individuals named on Schedule 1 hold Alcatel Lucent Securities:

Name	Alcatel Lucent Shares	Total Alcatel Lucent Securities	Percent of Alcatel Lucent Shares
Jean C. Monty	37 432	37 432	0.0%
Olivier Piou	36 622	36 622	0.0%

Except as set forth above, to the best of Nokia's knowledge, none of the persons named in Schedule 1 hereto is the beneficial owners of any Alcatel Lucent Securities."

Item 5(c) is hereby amended and supplemented by adding the following:

"On or about February 15, 2016, Nokia converted all of the OCEANES it held into Alcatel Lucent Shares. Following the conversion of the OCEANES, Nokia held an additional (i) 266 590 101 Alcatel Lucent Shares from the conversion of 211 579 445 of the 2018 OCEANES held by Nokia at the conversion ratio of 1.26, (ii) 74 051 036 Alcatel Lucent Shares from the conversion of 57 852 372 of the 2019 OCEANES held by Nokia at the conversion ratio of 1.28, and (iii) 93 162 289 Alcatel Lucent Shares from the conversion of 72 783 038 of the 2020 OCEANES held by Nokia at the conversion ratio of 1.28.

On February 19, 2016, Nokia announced the issuance of 6 501 503 new Nokia Shares in deviation from shareholders' pre-emptive rights based on a resolution by the Board of Directors on February 18, 2016, pursuant to the authorization granted by the extraordinary general meeting held on December 2, 2015. The Nokia Shares have been issued in exchange for 11 820 932 Alcatel Lucent Shares in a private transaction at the same exchange ratio as that offered in the Exchange Offer, i.e. 0.5500 Nokia Shares for each Alcatel Lucent Share."

The table in Item 5(c) of the Schedule 13D is hereby amended and restated in its entirety to read as follows:

Name	Date	Number of Alcatel Lucent Performance Shares	Number of Alcatel Lucent Stock Options	Number of Alcatel Lucent Shares	Number of Alcatel Lucent ADSs	Price per Alcatel Lucent Share or ADS / Consideration	Type of Transaction
Basil Alwan	December 4, 2015	0	112 285	0	0	€3.784	Exercise of Options (exercise price €1.89)
Basil Alwan	December 4, 2015	0	83 223	0	0	€3.784	Exercise of Options (exercise price €2.27)
Basil Alwan	December 9, 2015	0	184 940	0	0	€3.749	Exercise of Options (exercise price €3.60) and Open Market Sale
Basil Alwan	December 9, 2015	0	423	0	0	€3.753	Exercise of Options (exercise price €1.89) and Open Market Sale

Name	Date	Number of Alcatel Lucent Performance Shares	Number of Alcatel Lucent Stock Options	Number of Alcatel Lucent Shares	Number of Alcatel Lucent ADSs	Price per Alcatel Lucent Share or ADS / Consideration	Type of Transaction
Basil Alwan	December 9, 2015	0	21 136	0	0	€3.744	Exercise of Options (exercise price €3.50) and Open Market Sale
Louis R. Hughes	December 10, 2015	0	0	3 726	0	€3.588	Open Market Purchase on Euronext
Jean C. Monty	December 10, 2015	0	0	3 726	0	€3.588	Open Market Purchase on Euronext
Olivier Piou	December 10, 2015	0	0	3 724	0	€3.588	Open Market Purchase on Euronext
Federico Guillén	December 18, 2015	0	17 042	0	0	€3.471	Exercise of Options (exercise price €1.89) and Open Market Sale
Federico Guillén	December 18, 2015	0	15 963	0	0	€3.471	Exercise of Options (exercise price €2.27) and Open Market Sale
Louis R. Hughes	January 7, 2016	0	0	5 000	0	0.5500 Nokia Share	Tender into the Exchange Offer
Jean C. Monty	January 7, 2016	0	0	2 399 997	2 600 003	0.5500 Nokia Share or 0.5500 Nokia ADS	Tender into the Exchange Offer
Olivier Piou	January 7, 2016	0	0	59 760	0	0.5500 Nokia Share	Tender into the Exchange Offer
Federico Guillén	January 7, 2016	0	0	24 543	0	0.5500 Nokia Share	Tender into the Exchange Offer
Basil Alwan	January 7, 2016	0	0	195 508	100 987	0.5500 Nokia Share or 0.5500 Nokia ADS	Tender into the Exchange Offer
Basil Alwan	*	360 848	0	0	0	€3.7228	Open Market sale
Bhaskar	*	210 000	0	0	0	€3.7228	Open Market Sale

Name	Date	Number of Alcatel Lucent Performance Shares	Number of Alcatel Lucent Stock Options	Number of Alcatel Lucent Shares	Number of Alcatel Lucent ADSs	Price per Alcatel Lucent Share or ADS / Consideration	Type of Transaction
Gorti	*	344 987	0	0	0	€3.7228	Sale
Federico Guillén							Open Market Sale
Louis R. Hughes	February 25, 2016	0	0	36 357	0	€3.15	Open Market Sale

* Mr. Alwan, Mr. Gorti and Mr. Guillén opted to accelerate their Alcatel Lucent Performance Shares pursuant to Alcatel Lucent's acceleration offer to the holders of Alcatel Lucent Performance Shares, described fully in the Exchange Offer/Prospectus. As a result, Mr. Alwan, Mr. Gorti and Mr. Guillén received an indemnity of Alcatel Lucent Shares subject to certain conditions and restrictions, including an undertaking to sell the Alcatel Lucent Share resulting from the acceleration of their Alcatel Lucent Performance Shares on the open market no later than two business days prior to the last day of the subsequent offering period. To facilitate this sale, Société Générale aggregated the Alcatel Lucent Shares resulting from the acceleration of Alcatel Lucent Performance Shares and sold them on the open market in small batches between January 7, 2016 and February 1, 2016. After completing the sale of all such Alcatel Lucent Shares, Société Générale averaged the sale price per Alcatel Lucent Share resulting from the acceleration of the Alcatel Lucent Performance Shares over the period and distributed the proceeds to the former holders of the Alcatel Lucent Performance Shares.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby amended and restated in its entirety to read as follows:

"Item 4 above is incorporated herein by reference.

Except as described in Item 4 above, to the knowledge of Nokia, there are no contracts, arrangements, understandings or relationships among the persons named in Item 2 or listed in Schedule 1 and between such persons and any persons with respect to any Alcatel Lucent Security, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loans or option arrangement, put or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies."

Item 7. Materials to be Filed as Exhibits

Item 7 is hereby amended and restated in its entirety to read as follows:

<u>Exhibit No.</u>	<u>Description</u>
1	Memorandum of Understanding, dated as of April 15, 2015, by and between Nokia Corporation and Alcatel Lucent S.A. (incorporated herein by reference to Exhibit 2.1 Registration Statement on Form F-4 filed by Nokia (File No. 333-206365))
2	Amendment to the Memorandum of Understanding, dated as of October 28, 2015, by and between Nokia Corporation and Alcatel Lucent S.A. (incorporated herein by reference to Exhibit 2.2 Registration Statement on Form F-4 filed by Nokia (File No. 333-206365))
3	Exchange Offer/Prospectus, dated November 12, 2015 (incorporated herein by reference to the Registration Statement on Form F-4 filed by Nokia (File No: 333-206365))
4	Form of Letter of Transmittal for Certificated Alcatel Lucent ADSs (incorporated herein by reference to Exhibit 99.1 to the Registration Statement on Form F-4 filed by Nokia (File No. 333-206365))
5	Form of Letter of Transmittal for book-entry only Alcatel Lucent ADSs (incorporated herein by reference to Exhibit 99.2 to the Registration Statement on Form F-4 filed by Nokia (File No. 333-206365))
6	Notice of Guaranteed Delivery (Alcatel Lucent ADSs) (incorporated herein by reference to Exhibit 99.3 to the Registration Statement on Form F-4 filed by Nokia (File No. 333-206365))
7	Form of Letter of Transmittal for the Subsequent Offering Period (incorporated herein by reference to Exhibit (a)(1)(vi) of Amendment 13 to Schedule TO filed by Nokia on January 14, 2016)
8	Notice of Guaranteed Delivery for the Subsequent Offering Period (incorporated herein by reference to Exhibit (a)(1)(vii) of Amendment 13 to Schedule TO filed by Nokia on January 14, 2016)
9	Letter to Alcatel Lucent Security Holders (incorporated herein by reference to Exhibit (a)(1)(viii) of Amendment 13 to Schedule TO filed by Nokia on January 14, 2016)
10	Share Purchase Agreement, dated as of March 16, 2016, between JPMorgan Chase Bank N.A. and Nokia Corporation

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

NOKIA CORPORATION

By: /s/ Riikka Tieaho
Name: Riikka Tieaho
Title: Vice President, Corporate Legal

By: /s/ Kristian Pullola
Name: Kristian Pullola
Title: Senior Vice President, Corporate Controller

Schedule 1

**DIRECTORS AND EXECUTIVE OFFICERS
OF
NOKIA CORPORATION**

The following is a list of the executive officers and directors of Nokia Corporation (“Nokia”), setting forth the present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted for each such person. Unless otherwise indicated, the current business address of each person is Karaportti 3, FI-02610 Espoo, Finland. Capitalized terms used but not otherwise defined in this Schedule 1 have the meaning ascribed to them in the Amendment No. 2 to the Schedule 13D to which this Schedule 1 is attached.

Board of Directors of Nokia

<u>Name</u>	<u>Present Position with Nokia or Other Principal Occupation or Employment</u>	<u>Business Address (if other than Nokia)</u>	<u>Country of Citizenship</u>
Risto Siilasmaa	Chairman of the Board, Nokia		Finland
Olivier Piou	Vice Chairman of the Board, Nokia Chief Executive Officer, Gemalto	6, rue de la Verrerie, CS20001, 92197 Meudon Cedex, France	France
Vivek Badrinath	Director, Nokia Deputy Chief Executive Officer, Accor Group	110 avenue de France, 75013 Paris, France	France
Bruce Brown	Director, Nokia		United States
Louis R. Hughes	Director, Nokia		United States
Simon Jiang	Director, Nokia		Hong Kong
Jouko Karvinen	Director, Nokia		Finland
Elisabeth Nelson	Director, Nokia		United States
Jean C. Monty	Director, Nokia		Canada
Kari Stadigh	Director, Nokia Group Chief Executive Officer and President, Sampo plc	Fabianinkatu 27, 00100 Helsinki, Finland	Finland

Executive Officers of Nokia

<u>Name</u>	<u>Present Position with Nokia</u>	<u>Country of Citizenship</u>
Rajeev Suri	President and Chief Executive Officer	Singapore
Samih Elhage	President of Mobile Networks	Canada
Federico Guillén	President of Fixed Networks	Spain
Basil Alwan	President of IP/Optical Networks	United States
Bhaskar Gorti	President of Applications & Analytics	United States
Ramzi Haidamus	President of Nokia Technologies	United States
Timo Ihamuotila	Chief Financial Officer	Finland
Hans-Jürgen Bill	Chief Human Resources Officer	Germany
Kathrin Buvac	Chief Strategy Officer	Germany
Ashish Chowdhary	Chief Customer Operations Officer	India
Barry French	Chief Marketing Officer	United States
Marc Rouanne	Chief Innovation & Operating Officer	France
Maria Varsellona	Chief Legal Officer	Italy

Exhibit Index

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SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT, dated as of March 16, 2016 (“Agreement”), between JPMorgan Chase Bank, N.A., as depositary (the “Depository”) and Nokia Corporation (“Buyer”).

WHEREAS, Alcatel Lucent S.A. (the “Company”), the Depository and all holders from time to time of American Depositary Receipts (“ADRs”) evidencing American Depositary Shares of the Company (“ADSs”) are parties to the Amended and Restated Deposit Agreement dated as of January 10, 2013 (the “Deposit Agreement”);

WHEREAS, the Deposit Agreement terminated on February 24, 2016 (the “ADR Termination Date”);

WHEREAS, according to the terms and conditions of the Deposit Agreement and subject to certain qualifications, after April 25, 2016 (the “Expiration Date”), the Depository may sell any remaining deposited Shares (as defined in the Deposit Agreement) in such manner as it may determine; and

WHEREAS, this Agreement sets forth the terms and conditions upon which the Depository will sell to Buyer, and Buyer will purchase from the Depository, the Sale Shares (as defined below).

NOW, THEREFORE, the parties agree as follows:

1. Definitions. For purposes of this Agreement:

(a) “Aggregate Consideration” means the aggregate number of Buyer Shares determined by multiplying 0.55 by the total number of Sale Shares, rounded up to the nearest whole Buyer Share;

(b) “Business Day” means any day other than a Saturday, a Sunday or a day on which banks in Helsinki (Finland) or New York City (New York, United States) are authorized or obligated by law or executive order to close;

(c) “Buyer Shares” means newly issued shares of Buyer, being issued pursuant to the share issue resolution adopted by the Board of Directors of the Buyer on March 16, 2016;

(d) “Closing” means the closing of the purchase and sale of the Sale Shares hereunder;

(e) “Closing Time” means either (i) 09:00 a.m. Central European Time (CET) on the latest to occur of (a) May 9, 2016, and (b) the date on which all of the conditions to the Closing set out in Section 3 are satisfied or (to the extent permitted by applicable law) waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions) or (ii) such other time as is mutually agreed to by the Depository and Buyer;

(f) “Sale Shares” means:

- (i) 444,401,043 Shares, being the Shares that remain deposited under the Deposit Agreement as of the open of business of the date hereof; less
- (ii) any Shares that the Depositary is required to deliver to the Holders upon surrender of the ADRs in accordance with the provisions of the Deposit Agreement between the date of this Agreement and the Expiration Date; and

(g) any other terms used and not otherwise defined in this Agreement have meanings given to them in the Deposit Agreement.

2. Purchase and Sale of Shares.

(a) Subject to the terms and conditions of this Agreement, at the Closing Time, the Depositary shall sell, assign and transfer to Buyer all the Sale Shares, free and clear of any lien, claim, charge, encumbrance, security interest, mortgage or adverse claim created by the Depositary, and Buyer shall purchase, acquire and accept the Sale Shares from the Depositary in exchange for the Aggregate Consideration.

(b) In furtherance and not in limitation of the foregoing, the Depositary, acting in its capacity as such under the Deposit Agreement, hereby subscribes for the Buyer Shares constituting the Aggregate Consideration in exchange for the Sale Shares, pursuant and subject to the terms and conditions of this Agreement.

3. Closing Conditions.

(a) The obligations of each of the Depositary and Buyer to effect the Closing are subject to the absence of any preliminary or permanent injunction, temporary or permanent restraining order or decree issued by any court, governmental authority or regulatory agency of competent jurisdiction restraining or prohibiting the Closing, making the transactions contemplated by this Agreement illegal or causing any of the transactions contemplated by this Agreement to be rescinded following completion thereof.

(b) The obligations of the Depositary to effect the Closing are further subject to:

- (i) Board of Directors of the Buyer having passed a share issuance resolution with respect to the Buyer Shares constituting the Aggregate Consideration, consistent with the terms hereof;

- (ii) the representations and warranties of Buyer set forth in Section 6 being true and correct in all material respects as of the date hereof and as of the Closing Time;
 - (iii) the performance in all material respects by Buyer of all of the covenants set forth herein to be performed by it on or prior to the Closing Time; and
 - (iv) the delivery by the Buyer of a certificate signed by a duly authorized officer certifying that the conditions set forth in clauses (i)—(iii) of this Section 3(b) have been fulfilled.
- (c) The obligations of Buyer to effect the Closing are further subject to:
- (i) the representations and warranties of the Depositary set forth in Section 5 being true and correct in all material respects as of the date hereof and as of the Closing;
 - (ii) the performance in all material respects by the Depositary of all of the covenants set forth herein to be performed by it on or prior to the Closing Time; and
 - (iii) the delivery by the Depositary of a certificate signed by a duly authorized officer certifying that the conditions set forth in clauses (i) and (ii) of this Section 3(c) have been fulfilled.

4. Closing Mechanics.

- (a) On or before five (5) Business Days prior to the Closing Time the Buyer shall have cancelled any and all ADSs directly or beneficially held by Buyer.
- (b) Approximately three (3) Business Days prior to Closing Time, the Depositary shall notify the Buyer of the total number of the Sale Shares.
- (c) Not less than one (1) Business Day prior to the Closing Time, the Depositary will provide the Buyer with Buyer Share delivery instructions sufficient to enable the Buyer Shares to be delivered to Depositary.
- (d) At the Closing Time, the Depositary shall cause its custodian under the Deposit Agreement (the “Custodian”) to deliver the Sale Shares to an account within Euroclear France to be specified in writing by Buyer at least two (2) Business Days before the Closing Time and, Buyer shall use its best efforts to cause its bank, broker, custodian or other nominee within Euronext Paris to confirm the delivery of the Sale Shares and, prior to the close of business on the date of Closing, certify or otherwise confirm such delivery in writing to Buyer.

(e) Within one (1) Business Day after the Sale Shares are delivered in Buyer's account and Buyer's bank, broker, custodian or other nominee within Euronext Paris certifies such delivery in writing, Buyer shall deliver the Aggregate Consideration in form of Buyer Shares or (at Buyer's discretion) interim shares representing such Buyer Shares to an account in Finland to be specified in writing by the Depositary.

(f) If Buyer delivers interim shares representing Buyer Shares to the Depositary pursuant to Section 4(d), then within two (2) Business Days after the Sale Shares are delivered in the Buyer's account and Buyer's bank, broker, custodian or other nominee within Euronext Paris certifies such delivery in writing, without any action being required on the part of the Depositary or its agents, Buyer shall replace such interim shares representing Buyer Shares with final Buyer Shares.

(g) Within two Business Days after the Sale Shares are delivered in Buyer's account, and Buyer's bank, broker, custodian or other nominee within Euronext Paris certifies such delivery in writing, the Buyer shall register the Buyer Shares comprising the Aggregate Consideration with the Finnish Trade Register and enter such Buyer Shares into the book-entry system maintained by Euroclear Finland Ltd.

(h) All actions to be taken and all documents to be executed and delivered by all parties at the Closing shall be conditioned upon and subject to the taking and delivery, at the Closing Time, of all other actions to be taken and documents to be executed and delivered at the Closing Time and if any such action is not taken or any such document is not delivered at the Closing Time, no actions shall be deemed to have been taken nor shall any documents be deemed to have been executed and delivered.

5. Representations and Warranties of the Depositary. The Depositary represents and warrants to Buyer as follows:

(a) the Depositary has the necessary corporate power and authority to execute, deliver and carry out the provisions of this Agreement and to consummate the transactions contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement;

(b) this Agreement has been duly and validly authorized, executed and delivered by the Depositary and, assuming due authorization, execution and delivery by and on behalf of Buyer, constitutes a legal, valid and binding obligation of the Depositary, enforceable in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws relating to creditors' rights generally;

(c) as of the date hereof and at the Closing Time, the Depositary has not created any lien, claim, charge, encumbrance, security interest, mortgage or adverse claim on the Sale Shares; and

(d) under the Deposit Agreement, every person depositing Shares under the Deposit Agreement represented and warranted that (a) such Shares and the certificates therefor were duly authorized, validly issued and outstanding, fully paid, nonassessable and legally obtained by such person (b) all pre-emptive and comparable rights, if any, with respect to such Shares were validly waived or exercised, (c) that the person making such deposit was duly authorized so to do, (d) the Shares presented for deposit were free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim; assuming the veracity of such representations and warranties, the Depositary is not aware of any circumstances that would render such representations and warranties not to be true as of the Closing Time.

6. Representations and Warranties of Buyer. Buyer represents and warrants to the Depositary as follows:

(a) Buyer has the necessary corporate power and authority to execute, deliver and carry out the provisions of this Agreement and consummate the transactions contemplated hereby, and has taken or will take at or prior to Closing all necessary action to authorize the execution, delivery and performance of this Agreement;

(b) this Agreement has been duly and validly authorized, executed and delivered by Buyer and, assuming due authorization, execution and delivery by and on behalf of the Depositary, constitutes a legal, valid and binding agreement of Buyer, enforceable in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws relating to creditors' rights generally;

(c) the Buyer Shares constituting the Aggregate Consideration, whether represented by interim shares representing Buyer Shares or final Buyer Shares, have been duly authorized and, upon issuance in accordance with this Agreement, will be issued to the Depositary with good and valid title to such Buyer Shares, free and clear of any lien, claim, charge, encumbrance, security interest, mortgage or adverse claim of whatever nature, and, assuming accuracy of the representations and warranties of the Depositary set forth in Section 5 such Buyer Shares will, upon registration with the Finnish Trade Register, be validly issued, fully-paid and non-assessable, and not subject to any restrictions on the transfer thereof in Finland and, with respect to the final Buyer Shares only, France. No registration of the Buyer Shares, whether represented by interim shares representing Buyer Shares or final Buyer Shares, is required under the U.S. Securities Act of 1933, as amended, for the offer or issuance of the Buyer Shares by Buyer to the Depositary in the manner contemplated herein;

(d) to the extent the Buyer Shares are delivered in interim form, such interim shares representing the Buyer Shares will be listed for trading, and may be freely traded, on Nasdaq Helsinki; and after registration of the Buyer Shares with the Finnish Trade Register and their entry into the book-entry system maintained by Euroclear Finland Ltd. the final Buyer Shares will replace the interim shares representing Buyer Shares with no action being required on the part of the Depositary or its agents; and

(e) the execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby will not, (i) violate or conflict with any provision of the organizational documents of Buyer, (ii) result in the imposition of any liens, equities, claims, options, proxies, voting agreements, charges or encumbrances of whatever nature under, cause or permit the acceleration of any obligation under, or violate or conflict with the terms, conditions or provisions of, any note, indenture, security agreement, lease, guaranty, joint venture agreement, or other contract, agreement or instrument to which Buyer is a party or by which Buyer or any of the Aggregate Consideration (whether represented by interim shares representing Buyer Shares or final Buyer Shares) is bound, or (iii) result in a breach or violation by Buyer of any applicable law, rule or regulation or any applicable order, injunction, judgment or decree of any court, governmental authority or regulatory agency.

7. Taxes.

(a) The Buyer has consulted with its tax counsel and, based on such consultation, hereby advises the Depositary that no stamp duty, transfer taxes or other similar taxes or governmental fees or charges or, assuming that (i) the Depositary will not carry out the sale of the Sale Shares, the acquisition of the Buyer Shares or the sale of the Buyer Shares through a permanent establishment in Finland or in France, (ii) the Depositary has not held, at any point in time in the past five years, more than 25% in the financial rights in the Company and (iii) the Depositary is not established, constituted or domiciled in a non-cooperative state or territory within the meaning of Article 238-0 A of the French tax code (being, on the date hereof, Botswana, Brunei, the Marshall Islands, Guatemala, Niue and Nauru), capital gains taxes (collectively, "Taxes") are payable by the Depositary to the government or other taxing authority in France or in Finland in connection with the Depositary's performance of this Agreement and the consummation of the transactions contemplated hereby, including without limitation the sale by the Depositary of the Sale Shares to Buyer, the acquisition by the Depositary of the Buyer Shares constituting the Aggregate Consideration (whether represented by interim shares representing Buyer Shares or final Buyer Shares), and the sale of such Buyer Shares on Nasdaq Helsinki through a qualified dealer against fixed cash compensation.

(b) The Buyer has consulted with its tax counsel and, based on such consultation, hereby advises the Depositary that the Buyer shall pay the French financial transaction tax to the French tax authority that arises in connection with the execution, delivery and performance of this Agreement and the sale, assignment and transfer of the Sale Shares contemplated herein and the Buyer shall procure that their custodian as the responsible party for the purposes of the French financial transaction tax rules shall account for, pay and report the French financial transaction tax to the French tax authority.

8. Beneficial Ownership Filings; Notice of Depositary. Promptly upon execution hereof, Buyer will file an amended Schedule 13D/A with the SEC, including a copy of this Agreement, and provide similar disclosures under other applicable laws, including Finnish law. At the Depositary's discretion, the Depositary may release a market announcement notifying market participants of this Agreement and that, pursuant to the terms of the Deposit Agreement, holders of ADSs will be entitled to their pro rata share (on a per ADS basis) of net cash proceeds from any sale of the Buyer Shares (after giving effect to any deductions provided for under the Deposit Agreement) by the Depositary.

9. Post-Closing Actions.

(a) Without limiting the other terms of this Agreement, after the Closing, Buyer shall execute and deliver, or shall cause to be executed and delivered from time to time, such further instruments of conveyance and transfer that may be required to convey and deliver to the Depositary the Buyer Shares included in the Aggregate Consideration and to perfect the Depositary's title thereto and to accomplish the transactions contemplated by this Agreement.

(b) Without limiting the other terms of this Agreement, the Depositary shall execute and deliver, or shall cause to be executed and delivered from time to time, such further instruments of conveyance and transfer that may be reasonably required to the extent necessary to complete the delivery of the Sale Shares to Buyer through Euronext.

10. Termination.

(a) Prior to the Closing, this Agreement may be terminated and shall be of no further force or effect in the following events:

- (i) upon the written consent of each party hereto;
- (ii) by either party, if the Closing has not occurred on or before August 31, 2016 (the "Outside Date"); provided that the right to terminate pursuant to this Section 10(a)(ii) is not available to a party whose material breach of its covenants and agreements set forth in this Agreement was the primary cause of the failure of the Closing to occur by the Outside Date;
- (iii) by either party, if an injunction, restraining order or decree is issued by any court, governmental authority or regulatory agency of competent jurisdiction or any other restriction under applicable laws shall have been imposed that restrains or prohibits the consummation of the transactions contemplated by this Agreement, and such injunction, restraining order, decree or restriction becomes final and non-appealable;
- (iv) by the Depositary if there has been a material breach, inaccuracy in or failure to perform any representation, warranty or covenant made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 3 and such breach, inaccuracy or failure (A) cannot be cured or (B) if capable of being cured, was not cured by Buyer by the earlier of (1) thirty (30) days after written notice thereof was given by the Depositary to Buyer or (2) the Outside Date; provided that the right to terminate pursuant to this Section 10(a)(iv) shall not be available to the Depositary if it is in material breach of any provision of this Agreement; or

- (v) by Buyer if there has been a material breach, inaccuracy in or failure to perform any representation, warranty or covenant made by the Depositary pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 3 and such breach, inaccuracy or failure (A) cannot be cured or (B) if capable of being cured, was not cured by the Depositary by the earlier of (1) thirty (30) days after written notice thereof was given by Buyer to the Depositary or (2) the Outside Date; provided that the right to terminate pursuant to this Section 10(a)(v) shall not be available to Buyer if it is in material breach of any provision of this Agreement.

(b) In the event of the termination of this Agreement in accordance with the provisions of Section 10(a), written notice thereof shall promptly be given to the other party hereto and the transactions contemplated hereby shall be abandoned without further action by any of the parties hereto and without any further liability or obligation hereunder on the part of any party hereto or its respective affiliates; provided, however, that, notwithstanding a termination of this Agreement, each of the parties hereto shall remain liable for any prior breach of its respective covenants or representations hereunder.

11. Miscellaneous.

(a) All representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement and the Closing.

(b) All fees and expenses incurred by any of the parties hereto shall be borne by the party incurring such fees and expenses.

(c) The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

(d) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. The parties may not and shall not assign their respective obligations hereunder without the prior written consent of the other party and any assignment in violation of this sentence shall be void. Nothing contained in this Agreement shall be deemed to give rise to any right in a person not a party hereto to seek enforcement of, or damages arising out of any alleged default with respect to, any provisions of this Agreement.

(e) All notices and other communications under this Agreement shall be in writing and delivery thereof shall be deemed to have been made either (i) one (1) Business Day after such notice shall have been deposited with a nationally-recognized overnight courier service, or

(ii) when delivered by hand or transmitted by e-mail transmission, to the party entitled to receive the same at the address or e-mail address indicated below or at such other address or e-mail address as such party shall have specified by written notice to the other parties hereto given in accordance herewith:

if to the Depositary, addressed to:

JPMorgan Chase Bank, N.A.
4 New York Plaza, Floor 12
New York, New York, 10004
Attention: Depositary Receipts Group
Emails: gregory.a.levendis@jpmorgan.com
ADR_transactions@jpmorgan.com

with a copy (which shall not constitute notice) to:

Ziegler, Ziegler & Associates LLP
570 Lexington Avenue, Suite 2405
New York, New York 10022
Attention: Scott A. Ziegler
E-mail address: Ziegler@zza.net

if to Buyer, addressed to:

Nokia Corporation
Karaportti 3
02610 Espoo
Finland
Attn: General Counsel
Email: maria.varsellona@nokia.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street
London E14 5DS
United Kingdom
Attention: Scott Simpson
Michal Berkner
E-mail address: scott.simpson@skadden.com
michal.berkner@skadden.com

(f) This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to

insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(g) Each of Buyer and the Depositary have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be interpreted and construed as if drafted jointly by Buyer and the Depositary and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(h) Prior to the Closing, each party shall promptly notify the other party in writing upon becoming aware of any events, circumstances, facts and occurrences arising subsequent to the date of this Agreement which would reasonably be likely to result in a material breach of a representation or warranty or covenant of such party in this Agreement or which would reasonably be likely to have the effect of making any representation or warranty of such party in this Agreement untrue or incorrect in any material respect; provided that a breach of this Section 13(h) shall not be considered for purposes of determining the satisfaction of the closing conditions set forth in Section 3.

(i) Buyer agrees, except to the extent expressly prohibited by Finnish law, to reimburse, indemnify and hold harmless the Depositary and its agents and affiliates (other than J.P. Morgan Limited in its capacity as investment banker to Buyer in connection with the Buyer's offer to purchase all outstanding shares of the Company) (each, a "Concerned Party") from and against any and all claims, actions, judgments, damages, losses, liabilities, costs, penalties, transfer or other taxes, and documented expenses (including without limitation reasonable attorney's fees and expenses) (each, a "Loss") which may be paid, incurred or suffered by any Concerned Party, or to which any Concerned Party may become subject, arising out of or incident to (a) the untruth, inaccuracy or breach of any representation or warranty made by Buyer hereunder, (b) the failure of Buyer to perform any agreement, covenant or obligation required by this Agreement to be performed by it, (c) the sale by the Depositary of the Sale Shares to Buyer, except to the extent a Loss described in this clause (c) is caused by such Concerned Party's gross negligence or willful misconduct, or (d) the issuance by the Buyer of the Buyer Shares constituting the Aggregate Consideration (whether represented by interim shares representing Buyer Shares or final Buyer Shares) in accordance with the terms and conditions of this Agreement. Prior to making a claim against Buyer pursuant to the Section 11(i)(c), the Concerned Party shall seek, in good faith, the indemnification of the Company under the Deposit Agreement (but need not exhaust all its rights against the Company in connection therewith), which claim against the Buyer in accordance herewith may include reasonable costs and expenses incurred in pursuing claims against the Company. The provisions of this Section 11(i) shall survive the termination or expiration of this Agreement.

(j) Subject to the next sentence of this subparagraph, this Agreement is governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts to be performed wholly in such state, and shall inure to the benefit of, and the

obligations created hereby shall be binding upon, the successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the subscription and issuance of the Buyer Shares and the delivery thereof to the Depositary pursuant to this Agreement is governed by and construed in accordance with the laws of Finland.

(k) Each of Buyer and the Depositary hereby irrevocably consents and agrees that any legal action or proceeding against it or any of its assets with respect to any of the obligations arising under or relating to this Agreement shall be brought by Buyer or by the Depositary exclusively in any state or federal court sitting in the Borough of Manhattan, City and State of New York, and by execution and delivery of this Agreement, Buyer and the Depositary hereby irrevocably submits to and accepts with regard to any such action or proceeding, for itself and in respect of its property, the exclusive jurisdiction of the aforesaid courts and irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any action therein. Each party hereto agrees that the summons and complaint or any other process in any action may be served by notice given in accordance with this Agreement, or as otherwise permitted by law. Each party hereto irrevocably waives the right to trial by jury. The Buyer has appointed Nokia USA Inc., 6000 Connection Drive, Irving, Texas 75039, as its authorized agent upon which process may be served in any action arising out of or incident to this Agreement.

(l) This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, whether oral or written, among the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but may only be amended by an instrument in writing signed by each of the parties hereto.

(m) This Agreement may be executed in any number of counterparts, including via electronic means, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including “.pdf”, “.tif” or similar format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the undersigned parties has executed or caused this Agreement to be executed on the date first above written.

JPMORGAN CHASE BANK, N.A.

By: /s/ David Shulman
Name: David Shulman
Title: Executive Director

[Signature Page to Share Purchase Agreement]

NOKIA CORPORATION

By: /s/ Päivi Kuitunen

Name: Päivi Kuitunen

Title: Authorized signatory

By: /s/ Riikka Tieaho

Name: Riikka Tieaho

Title: Vice President, Corporate Legal

[Signature Page to Share Purchase Agreement]