

Summary Plan Description



Important Benefits Information

Bargained Cash Balanced Program #2 of the AT&T Pension Benefit Plan

This is the summary plan description (SPD) for the Bargained Cash Balance Program #2 (Program) of the AT&T Pension Benefit Plan (Plan).

Please keep this SPD for future reference.

DISTRIBUTION

Distributed to active and former employees of participating companies as described in the "Participating Companies" section on Page 9 who are eligible to participate in the Program as described in the "Eligibility and Participation" section on Page 8.

Distributed to alternate payees, retirees and survivors of all groups above.

NIN 78-20110



IMPORTANT INFORMATION

In all cases, the official Plan documents govern and are the final authority on the terms of the AT&T Pension Benefit Plan (Plan), and if there are any discrepancies between the information in this Summary Plan Description (SPD) and the Plan, the Plan documents will control. AT&T Inc. reserves the right to terminate or amend any and all of its employee benefit plans or programs. Participation in the Plan is neither a contract nor a guarantee of future employment.

What Is This Document?

This SPD is a guide to your benefits under the Bargained Cash Balance Program #2 (Program), a program of the Plan. This SPD together with the summaries of material modifications (SMMs) issued for this Program constitute your SPD for this Program. See the “Eligibility and Participation” section on Page 8 for more information about eligibility for the Bargained Cash Balance Program #2 and other programs under the Plan.

What Information Do I Need to Know to Use This SPD?

Eligibility, participation, benefit provisions, forms of payment and other provisions of the Program depend on certain factors such as your:

- Employment status (for example full time or part time)
- Job title classification
- Employer
- Service history (for example, hire date, Termination of Employment or Term of Employment)

To understand how the various provisions affect you, you will need to know the above information. The Recordkeeper can provide these details. See the “Contact Information” section on Page 38 for more information on how to contact the Recordkeeper.

What Action Do I Need to Take?

You should review this SPD.

How Do I Use This Document?

As you read this SPD, pay special attention to the key points at the beginning of most major sections and shaded boxes that contain helpful examples and important notes. While AT&T has provided these tools to help you better understand the Program, it is important that you read the SPD in its entirety, so that you can understand the details of the Program.

Also, you need to keep your SPDs and SMMs so you can refer to them in the future. They are your primary resource for your questions about the Program.

Questions?

If you have questions regarding information in this SPD, call the Recordkeeper listed in the “Contact Information” section beginning on Page 38.

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Attachment 1: Groups for Whom Special Provisions Apply

USING THIS SUMMARY PLAN DESCRIPTION

KEY POINTS

- A. *The AT&T Pension Benefit Plan provides pension benefits to Eligible Employees of Participating Companies.*
- B. *This SPD summarizes the eligibility requirements for and the benefits provided by the Bargained Cash Balance Program #2.*

The AT&T Pension Benefit Plan (Plan) is a defined benefit pension plan sponsored by AT&T Inc. The Plan provides retirement benefits to Eligible Employees of Participating Companies.

Benefits under the Plan are provided through separate programs. A program is a portion of the Plan that provides benefits to a particular group of participants or beneficiaries. Each program under the Plan applies to a different group of employees as set forth below:

Programs of the AT&T Pension Benefit Plan	General Description of Participants
AT&T Legacy Bargained Program	Certain bargained employees of AT&T Corp. who are residents of the U.S.
AT&T Legacy Management Program	Management employees of AT&T Corp. hired or rehired before Jan. 1, 2007, who are residents of the U.S.
Bargained Cash Balance Program	Certain bargained employees who were previously management employees
Bargained Cash Balance Program #2	Certain bargained employees of AT&T Corp., AT&T East, AT&T Midwest, AT&T Mobility, AT&T Southeast, AT&T Southwest and AT&T West regions
East Program	Certain AT&T East region bargained employees
Management Cash Balance Program	Management employees of AT&T Corp., AT&T East, AT&T Midwest, AT&T Southeast, AT&T Southwest and AT&T West regions hired or rehired on or after Jan. 1, 2007, who are residents of the U.S. Also covers management employees of AT&T Mobility hired or rehired on or after Jan. 1, 2006, who are residents of the U.S.
Midwest Program	Certain AT&T Midwest region bargained employees
Midwest Publishing Ventures Program	Certain employees of Ameritech Publishing, Inc. See the Midwest Program and Nonbargained Program SPDs for more information
Nonbargained Program	Management employees of AT&T East, AT&T Midwest, AT&T Southwest and AT&T West regions hired or rehired before Jan. 1, 2007
Southeast Management Program	Management employees of the AT&T Southeast region hired or rehired before Jan. 1, 2007
Southeast Program	Certain AT&T Southeast region bargained employees
Southwest Program	Certain AT&T Southwest region bargained employees
West Program	Certain AT&T West region bargained employees
Wireless Bargained Program	Certain AT&T Mobility bargained employees represented by CWA – District 6
Table continued on next page	

Programs of the AT&T Pension Benefit Plan	General Description of Participants
Wireless Program	Certain AT&T Mobility bargained employees and all management employees of AT&T Mobility hired or rehired before Jan. 1, 2006, who are residents of the U.S.
Note: See the "Eligibility and Participation" section of each program SPD for a more detailed description of eligibility for each program of the Plan.	

This document is the Summary Plan Description (SPD) for the Bargained Cash Balance Program #2 (Program). This SPD summarizes the terms of the Program, including the particular eligibility requirements for coverage, the benefits provided, the conditions that must be met to qualify for the Program benefits, the times and forms of payment of the Program's benefits, plus other special Program provisions.

Special provisions apply to some individuals who are not fully described in this SPD. Usually, these special provisions are the result of bargaining agreements, corporate transactions or agreements among AT&T and other companies. See *Attachment 1* for a description of the groups for whom special provisions apply. You may also obtain more information about these special provisions by contacting the Recordkeeper. See the "Contact Information" section on Page 38 for more information on how to contact the Recordkeeper.

The Plan is a complex and technical legal document. While every effort has been made to make the description in this SPD as accurate as possible, this SPD could not include every relevant detail of the Plan. To the extent this SPD conflicts with the official Plan document, the official Plan document controls. Your right to any benefits under the Plan depends on the actual facts and terms and conditions of the Plan documents, and no rights accrue by reason of, or arising out of, any statement shown in or omitted from this SPD.

This SPD is not intended to, nor does it create, a contract of employment with any member of the AT&T Controlled Group.

Many sections of the SPD are related to other sections of the document. You may not have all of the information you need by reading just one section. Therefore, it is important that you review all sections that apply to a specific topic. In addition, notes imbedded in the text are used throughout this SPD where needed to provide clarification, additional information or identify an exception or distinction applicable to certain Eligible Employees. These notes provide information that is important to fully understand the Program and the benefits it provides.

Terms Used in This SPD

Certain terms used in this SPD have specific meanings. Many of the terms that use capital letters, such as Eligible Employee, are defined in the "Definitions" section on Page 37. Other less widely used terms are defined where the term is used in this SPD. Understanding the meanings of all of the defined terms will help you better understand the information provided in this SPD.

ELIGIBILITY AND PARTICIPATION

KEY POINTS

- A. *Only Eligible Employees are eligible to participate in the Program.*
- B. *Eligible Employees will become Participants in the Program after completing one Year of Participation Service.*
- C. *Participation in the Program ends when you are no longer an Eligible Employee.*

Eligible Employee

You are an Eligible Employee if you are employed by a Participating Company (as listed on the next page) and you are one of the following:

- You are a Bargaining Unit Employee covered by an Applicable Collective Bargaining Agreement listed on Page 10.
- You were covered by an Applicable Collective Bargaining Agreement and temporarily promoted to a management position for one year or less.

Generally, you are a Bargaining Unit Employee if:

- Your job title and classification are included in a collective bargaining agreement between your Employer and a union that has agreed to the benefits provided under a pension plan sponsored by a member of the AT&T Controlled Group.
- You are a “confidential employee” as defined by the National Labor Relations Act.
- You are a nonmanagement nonunion Employee employed in the same business unit as any of the following bargaining units:
 - AT&T Corp. – CWA
 - AT&T Midwest Core Contract – CWA District 4
 - AT&T Midwest Core Contract – IBEW Local 21
 - AT&T Southwest Core Contract – CWA District 6
 - AT&T West Core Contract – CWA District 9
 - Pacific Bell Directory (South) - IBEW Local 2139

You are **not** eligible to participate in the Program if:

- You are specifically excluded under any of the specials rules listed in this section on Page 11.
- You are currently earning a Pension Benefit under any other program of the Plan.
- You are a “leased employee” (as defined in the Internal Revenue Code).
- You are classified, designated or treated by the Participating Company as an independent contractor.

- You are a nonresident alien receiving no U.S. earned income from a Participating Company.
- You are a resident of Puerto Rico.
- You are a Management Employee. Generally, you are a Management Employee if your job title and classification are not included in a collective bargaining agreement between a Participating Company and a union.

Participating Companies

The following are Participating Companies in the Program:

- Ameritech Services, Inc. (effective Jan. 1, 2010)
- AT&T Corp. (effective Jan. 1, 2010)
- AT&T Global Communication Services, Inc. (effective Jan. 1, 2010)
- AT&T Global Network Services, LLC (effective April 1, 2010)
- AT&T Labs, Inc. (effective April 1, 2010)
- AT&T Messaging, LLC (effective April 1, 2010)
- AT&T Mobility Services LLC (effective Jan. 1, 2009)
- AT&T Operations, Inc. (effective Jan. 1, 2010)
- AT&T Services, Inc. (effective Jan. 1, 2010)
- AT&T Solutions, Inc. (effective Jan. 1, 2010)
- AT&T Teleholdings, Inc. (effective Jan. 1, 2010)
- AT&T Video Services, Inc. (effective Jan. 1, 2009)
- AT&T of the Virgin Islands, Inc. (effective April 1, 2010)
- Illinois Bell Telephone Company (effective Jan. 1, 2010)
- Indiana Bell Telephone Company, Inc. (effective Jan. 1, 2010)
- Michigan Bell Telephone Company (effective Jan. 1, 2010)
- Nevada Bell Telephone Company (effective Jan. 1, 2010)
- The Ohio Bell Telephone Company (effective Jan. 1, 2010)
- Pacific Bell Directory (effective Jan.1, 2009)
- Pacific Bell Information Services (effective Jan. 1, 2010)
- Pacific Bell Telephone Company (effective Jan. 1, 2010)
- PBD Holdings (dba AT&T Digital ADvantage) (effective April 1, 2010)
- SBC Global Services, Inc. (effective Jan. 1, 2010)
- SBC Internet Services, Inc. (since Jan.1, 2007)

- Southwestern Bell Telephone Company (effective April 1, 2010)
- TCG New Jersey, Inc. (effective April 1, 2010)
- TCG Services, Inc. (effective April 1, 2010)
- TC Systems, Inc. (effective April 1, 2010)
- Teleport Communications New York (effective April 1, 2010)
- Wisconsin Bell, Inc. (effective Jan. 1, 2010)

Applicable Collective Bargaining Agreements

You are eligible for this Program only if you are a bargained Employee covered by one of the collective bargaining agreements listed below:

- CWA (AT&T Core Contract) (effective April 1, 2010)
- CWA (except Districts 3 and 6) (AT&T Mobility Services LLC) (effective Jan. 1, 2010)
- CWA (SBC Internet Services, Inc., Tier 1) (since Jan. 1, 2007)
- CWA District 4 (AT&T Midwest Core Contract) (including Appendix G) (effective Jan. 1, 2010)
- CWA District 4 (SBC Global Services, Inc., COS) (effective Jan. 1, 2010)
- CWA District 6 (AT&T Messaging, LLC) (effective April 1, 2010)
- CWA District 6 (AT&T Mobility Services LLC) (effective Jan.1, 2009)
- CWA District 6 (AT&T Southwest Core Contract) (effective April 1, 2010)
- CWA District 6 (AT&T Video Services, Inc.) (effective Jan. 1, 2009)
- CWA District 9 (AT&T West Core Contract) (effective Jan. 1, 2010)
- IBEW (AT&T Core Contract) (effective Jan. 1, 2010)
- IBEW Local 21 (AT&T Midwest Core Contract) (effective Jan. 1, 2010)
- IBEW Local 21 (SBC Global Services, Inc.) (effective April 1, 2010)
- IBEW Local 58 (SBC Global Services, Inc.) (effective April 1, 2010)
- IBEW Local 134 (SBC Global Services, Inc.) (effective April 1, 2010)
- IBEW Local 1269 (AT&T Digital Graphics ADvantage) (effective April 1, 2010)
- IBEW Local 1269 (Pacific Bell Telephone Company) (effective Jan. 1, 2010)
- IBEW Local 2139 (Pacific Bell Directory - South) (effective Jan. 1, 2009)
- TIU (Pacific Bell Telephone Company) (effective Jan. 1, 2010)

* **Special Rules for SBC Internet Services, Inc. - Tier 1**

If you are in the job title of Customer Assistant you became eligible to participate in this Program on or after Jan. 1, 2007. If you are in the job title of Customer Specialist, you became eligible to participate in this Program on or after April 16, 2008.

* **Special Rule for AT&T Video Services, Inc. – CWA District 6**

If you were hired or rehired by AT&T Video Services, Inc. - CWA District 6 on or after Feb. 5, 2008, you will be eligible for the Program effective Jan. 1, 2009.

* **Special Rule for AT&T Mobility Services LLC – CWA District 6 and Pacific Bell Directory (South) – IBEW Local 2139 (and nonmanagement, nonunion employees in the same business unit as Pacific Bell Directory (South) – IBEW Local 2139)**

If you were hired or rehired by AT&T Mobility Services LLC – CWA District 6 or by Pacific Bell Directory - South (in IBEW Local 2139) on or after Jan. 1, 2009, you are eligible for the Program.

* **Special Rule for AT&T Mobility Services LLC (excluding CWA Districts 3 and 6)**

If you were hired or rehired by AT&T Mobility Services LLC on or after Jan. 1, 2010, you are eligible for the Program.

* **Special Rules for Employees in the following appendices: Appendix F to the AT&T Midwest Core Contract – CWA District 4, Appendix J to the AT&T Southwest Core Contract – CWA District 6, Appendix E to the AT&T West Core Contract – CWA District 9, or Appendix C to the AT&T Midwest Core Contract – IBEW Local 21**

*If you were surplusd from the regional Core contract to the Project Lightspeed/U-verse Job Titles (or any other job title in the appendices identified above), you will **not** be eligible for this Program while you are in the Project Lightspeed/U-verse Job Titles. All other employees covered by the Project Lightspeed/U-verse Job Titles are eligible for the Program as of the later date of your hire, transfer to the Appendix or date listed under the “Applicable Collective Bargaining Agreements” section on the previous page.*

* **Special Rules for Employees in the job title of Customer Consultant of the AT&T Midwest Core Contract – IBEW Local 21 (or any other Leveraged Job Title as defined by such collective bargaining agreement)**

If you were hired or rehired before Aug. 9, 2009, you will be eligible for the Program effective Jan. 1, 2010. All other employees will also be eligible for the Program effective Jan. 1, 2010.

- * **Special Rules for Employees in the following bargaining units and nonmanagement, nonunion Employees in the same business units that are Eligible Employees for this Program: AT&T Corp. – CWA; AT&T Corp. – IBEW Local 21; AT&T Midwest Core Contract – CWA District 4 (including Appendix G); AT&T Southwest Core Contract – CWA District 6; AT&T West Core Contract – CWA District 9; AT&T Digital Graphics ADvantage – IBEW Local 1269; AT&T Messaging, LLC – CWA District 6; AT&T Midwest Core Contract – IBEW Local 21; Pacific Bell Telephone Company – IBEW Local 1269; Pacific Bell Telephone Company – TIU; SBC Global Services, Inc. (COS) - CWA District 4, SBC Global Services, Inc. – IBEW Local 21, SBC Global Services, Inc. – IBEW Local 58, SBC Global Services, Inc. – IBEW Local 134**

Certain Hires and Rehires

You will be eligible to participate in the Program on the later date of your hire or the date listed under the “Applicable Collective Bargaining Agreements” section on Page 10 if you are:

- Hired or rehired on or after Aug. 9, 2009 (excluding an employee on layoff status who is later rehired from such layoff with recall rights).
- Hired or rehired before Aug. 9, 2009, as a Regular Limited Term Employee, Temporary Employee or Term Employee and reclassified as a Regular Employee on or after Aug. 9, 2009 (note that “Regular Limited Term,” “Temporary Employee,” “Term Employee” and “Regular Employee” are as defined under the applicable bargaining agreement, and you may contact the Recordkeeper if you have questions about whether this provision applies to you).

Transfers from a Management Position to a Bargained Position on or after Aug. 9, 2009

If you are in a Management position on Aug. 8, 2009, and transfer to a bargaining unit listed above you will be eligible for the Program while represented by bargaining unit listed above as of the later of your transfer or the date listed under the “Applicable Collective Bargaining Agreements” section on Page 10.

Transfers Between Bargained Positions on or after Aug. 9, 2009

You will be eligible for the Program if you transfer to and are represented by a bargaining unit listed above (as of the later of your transfer or the date listed under the “Applicable Collective Bargaining Agreements” section on Page 10) if you meet any of the requirements below:

- If you are **not** a member of a bargaining unit listed above on Aug. 8, 2009 (including a Bargaining Unit Employee on layoff status who is later rehired from such layoff with recall rights), and transfer to a bargaining unit listed above.
- If you are a member of a bargaining unit represented by the CWA listed above on Aug. 8, 2009, and transfer to a bargaining unit represented by the IBEW or TIU listed above
- If you are a member of a bargaining unit represented by the AT&T Corp. – IBEW Local 21, AT&T Midwest Core Contract – IBEW Local 21, SBC Global Services, Inc. – IBEW Local 21, SBC Global Services, Inc. – IBEW Local 58, or SBC Global Services, Inc. – IBEW Local 134 on Aug. 8, 2009, and transfer to any other bargaining unit listed above
- If you are a member of Pacific Bell Telephone Company – IBEW Local 1269 or Pacific Bell Telephone Company – TIU on Aug. 8, 2009, and transfer to any other bargaining unit listed above

Participation

A Participant is an individual eligible to accrue Program benefits. You automatically become a Participant in this Program if you are an Eligible Employee and when you have completed one Year of Participation Service.

You complete one Year of Participation Service when you have completed a 12-month Period of Service. Special rules apply if there is a break in your service. See the “Break in Service Rules” section on Page 22 for more information about these special rules.

Your active participation in this Program ends when you are no longer an Eligible Employee; however, you may still be considered a Participant of this Program for purposes of obtaining any unpaid Pension Benefit credited to you under this Program.

You will not be eligible to earn any additional benefit under the Program after you cease to be an Eligible Employee. If you are re-employed and otherwise become an Eligible Employee again, special rules apply. See the “Break in Service Rules” section on Page 22 for more information.

YOUR PROGRAM BENEFITS

KEY POINTS

- A. *If you have a Vested Interest when your Termination of Employment occurs, you are eligible to receive a Pension Benefit.*
- B. *Your Pension Benefit is your Cash Balance Account.*

Who Is Eligible for a Pension Benefit

As a Participant, you are eligible for a Pension Benefit, which is equal to your Cash Balance Account, only if you satisfy both of the following:

- You have a Termination of Employment.
- You have a Vested Interest at the time of your Termination of Employment.

Upon your death, your survivors may also be eligible for benefits under the Program. See the “Survivor Benefits” section on Page 21 for more information about these benefits.

HOW TO EARN A VESTED INTEREST

As a Participant, you will have a Vested Interest when you are credited with three or more Years of Vesting Service or when you reach Normal Retirement Age while an Employee.

You earn one Year of Vesting Service when you complete a 12-month Period of Service.

HOW YOUR CASH BALANCE ACCOUNT IS CALCULATED

KEY POINT

- A. *Your Cash Balance Account is equal to the sum of your opening account balance plus any earned Basic Benefit Credits, any Interest Credits and any Supplemental Pay Credits.*

Your Cash Balance Account

Your Pension Benefit under the Program is your Cash Balance Account. Your Cash Balance Account is a hypothetical account to which Basic Benefit Credits, Interest Credits and Supplemental Pay Credits, if applicable, are credited in the Recordkeeper's system. There is not an actual account holding your Cash Balance Account, and instead it is a part of the overall Pension Fund.

Your Cash Balance Account is equal to zero when you first become a Participant.

If you were covered under another pension program under the Plan and you transfer to this Program, your opening Cash Balance Account will equal zero unless you already have a Cash Balance Account in this Program.

Adding Basic Benefit Credits to Your Cash Balance Account

Your Cash Balance Account increases as Basic Benefit Credits are added. Basic Benefit Credits are credited monthly on the last day of each calendar month (or on your date of Termination of Employment or transfer, if earlier). The amount of your Basic Benefit Credit will equal your Pension Compensation multiplied by your Age Credit Factor. Pension Compensation is the monthly wages paid to you by a Participating Company and includes all the following:

- Actual base pay
- Group incentive compensation
- Individual nondiscretionary incentive compensation (e.g. commissions)
- Group incentive compensation adjustment

* **Special Rule for Employees Receiving Short-Term Disability**

Pension Compensation includes payments received from the short-term disability provisions of your Employer's disability benefits program.

- * **Special Rule for Employees in the following bargaining units: AT&T Corp. – CWA; AT&T Corp. – IBEW Local 21; AT&T Midwest Core Contract – CWA District 4 (including Appendix G); AT&T Midwest Core Contract – IBEW Local 21; AT&T Southwest Core Contract – CWA District 6; AT&T West Core Contract – CWA District 9; SBC Global Services, Inc. – IBEW Local 21, SBC Global Services, Inc. – IBEW Local 58, SBC Global Services, Inc. – IBEW Local 134**

Target incentive payments, as defined under the applicable collective bargaining agreement, will be included in your Pension Compensation if you are in a leveraged job title, as determined under the collective bargaining agreement.

- * **Special Rule for AT&T Messaging, LLC - CWA District 6; AT&T Southwest Core Contract – CWA District 6; AT&T West Core Contract – CWA District 9; Pacific Bell Telephone Company – IBEW Local 1269; Pacific Bell Telephone Company – TIU**

Pension Compensation includes Success Sharing Plan payments, as determined by the applicable collective bargaining agreement.

Important: Contact the Recordkeeper if you have any questions about what compensation is included in your Pension Compensation. See the “Contact Information” section on Page 38 for information on how to contact the Recordkeeper.

Your Age Credit Factor is determined based upon your age at the end of the month in which the Basic Benefit Credit is applied and will be determined in accordance with the following:

Age*	Age Credit Factor
Less than 30	1.75%
30 – 36	2.25%
37 – 43	2.75%
44 – 49	3.25%
50 or older	4.00%
<i>*As of the end of the prior month or date of termination (for the month of termination only). If you were born on Feb. 29, you will be treated as if you were born on Feb. 28.</i>	

Example: Assume you are 40 years of age, your Pension Compensation for a particular month is \$4,000 and your Age Credit Factor is 2.75 percent, then your Basic Benefit Credit will equal \$110 (\$4,000 times 2.75 percent), which is credited to your account at the end of the month.

Adding Interest Credits to Your Cash Balance Account

In addition to your Basic Benefit Credits, your Cash Balance Account will also be credited with Interest Credits beginning with the month after your Cash Balance Account is first credited with Basic Benefit Credits. Interest Credits are added to your Cash Balance Account up to the last day of the month immediately preceding the date your pension payments begin, even after your Termination of Employment.

The Amount of Your Interest Credit

The amount of Interest Credits added to your Cash Balance Account is equal to the applicable interest crediting rate multiplied by your total Cash Balance Account as of the last day of the prior month (that is before the Basic Benefit Credits are added for that month). The applicable interest crediting rate is a monthly rate that when compounded equals the annual rate of 4.5 percent.

Example: Assume that the balance of the Cash Balance Account on the last day of the previous month was \$10,000. Also assume the Basic Benefit Credit earned this month is \$275. The amount of Interest Credits applied to the Cash Balance Account for the month would be \$36.70 (\$10,000 times 0.367 percent, which is 4.5 percent of annual interest converted to a monthly rate).

The balance of the Cash Balance Account at the end of the month would be:

Previous Balance	\$10,000
Basic Benefit Credit	\$275
Interest Credit	\$36.70
New Account Balance	\$10,311.70

Adding Supplemental Pay Credits to Your Cash Balance Account

During each calendar year, if your year-to-date Pension Compensation exceeds the Social Security Wage Base, then you will receive a Supplemental Pay Credit in the months in which the wage base is exceeded. The Social Security Wage Base is published each year by the Internal Revenue Service and for 2010 it is \$106,800. Supplemental Pay Credits, if applicable, are credited monthly on the last day of each calendar month (or on your date of Termination of Employment or transfer, if earlier).

Note: Pay received from a Participating Company before the date you become a Participant will be used to determine whether your Pension Compensation exceeds the Social Security Wage Base and thus determine eligibility for the Supplemental Pay Credit.

The Amount of Your Supplemental Pay Credits

For the first month in which your year-to-date Pension Compensation for the calendar year exceeds the Social Security Wage Base, the Supplemental Pay Credit will equal your year-to-date Pension Compensation in excess of the Social Security Wage Base multiplied by 2 percent. For each month thereafter in the same calendar year, the Supplemental Pay Credit will equal your monthly Pension Compensation multiplied by 2 percent.

Example: Assume your year-to-date Pension Compensation was \$110,000 as of Nov. 30, and the Social Security Wage Base is \$106,800. The amount of the Supplemental Pay Credit added to your Cash Balance Account for that month would be \$64 (\$110,000 minus \$106,800 = \$3,200, which is then multiplied by 2 percent to equal \$64).

TIME OF PAYMENT

KEY POINTS

- A. *Your Annuity Starting Date is when your Pension Benefit is paid.*
- B. *You may elect to receive your Pension Benefit upon your Termination of Employment.*
- C. *If you make no election, your Annuity Starting Date is your Normal Retirement Age, which is usually your 65th birthday.*

The date that your Pension Benefit is paid (or begins to be paid) from this Program is called your Annuity Starting Date. The following sections describe how that Annuity Starting Date is determined.

* Special Rule for Small Pension Benefits

If the present value of your Pension Benefit does not exceed \$5,000 when you have a Termination of Employment with the AT&T Controlled Group, the following Annuity Starting Date rules do not apply. Instead, your benefit will be distributed or "rolled over" to an individual retirement account. See the "General Plan Information" section on Page 30 for information about the Mandatory Cash-Out/Rollover Rules.

Eligibility to Elect Your Pension Benefit

You may elect any day after your Termination of Employment to begin receiving your Pension Benefit. If you do not wish to immediately elect to receive your Pension Benefit, you may elect to start receiving your Pension Benefit as of the first day of any month following your Termination of Employment and before your Normal Retirement Age by contacting the Recordkeeper and making an election before the date you want payments to start. See the "Contact Information" section on Page 38 for information on how to contact the Recordkeeper.

You must start your Pension Benefit by the later of your Normal Retirement Age or the day after your Termination of Employment. If you do not make a payment election by that time, then the Program will begin paying you a Joint and 50 Percent Survivor Annuity (if you are married) or a Single Life Annuity (if you are not married). See the "Forms of Payment" section on the next page for more information about your payment options.

Normal Retirement Age

Your Normal Retirement Age is your 65th birthday or, if later, the third anniversary of the date you began participating in the Plan.

Example: If you began participating Dec. 1 at age 63, your Normal Retirement Age is three years later, on Dec. 1 at age 66.

How to Begin Payment of Your Pension Benefit

You should contact the Recordkeeper when you are ready to begin payment of your Pension Benefit. See the "Contact Information" section on Page 38 for more information on how to contact the Recordkeeper. The Recordkeeper will provide a notice to you when you are eligible for a Pension Benefit (when you reach age 65 or, if earlier, when you contact them - whichever occurs first). The notice will explain the terms and conditions of the available forms of payment. The notice will also inform you on how to make the election and the time period for doing so.

You must file a benefit election form within the time and in the manner required by the Plan Administrator in order to elect one of the alternative forms of payment. The election must be made not less than 30 days and not more than 180 days before your Annuity Starting Date (if you make an affirmative election, the 30-day period can be shortened to seven days).

If you are married when your pension benefit payments begin, your election to receive an alternative form of payment will not be effective unless your Spouse consents. Your Spouse's consent must be witnessed by a notary public and will be valid only with respect to the Spouse who signs it.

FORMS OF PAYMENT

KEY POINTS

- A. *Your Cash Balance Account will automatically be paid to you as a monthly pension when you reach Normal Retirement Age, unless you elect otherwise.*
- B. *If you are not married on your Annuity Starting Date, a Single Life Annuity will be the automatic form of payment.*
- C. *If you are married on your Annuity Starting Date, a Joint and 50 Percent Survivor Annuity will be the automatic form of payment.*
- D. *If you do not want the automatic form of payment, you may elect one of several alternate forms of payment.*

If you have a Vested Interest in your Cash Balance Account when you terminate employment with all members of the AT&T Controlled Group, your Cash Balance Account will be paid in the following applicable monthly pension form unless you make an election for an alternative form of payment. See the "How to Begin Payment of Your Pension Benefit" section on the previous page for more information on how to commence your Pension Benefit:

- If you are not married on your Annuity Starting Date, your Pension Benefit will be paid in a Single Life Annuity.
- If you have a Spouse on your Annuity Starting Date, your Pension Benefit will be paid in a Joint and 50 Percent Survivor Annuity.

Once payment of your benefit has commenced, you **CANNOT** change the form of payment.

* Special Rule for Small Pension Benefits

If the present value of your Pension Benefit does not exceed \$5,000 when you have a Termination of Employment with the AT&T Controlled Group, the following forms of payment rules do not apply. Instead, your benefit will be distributed or "rolled over" to an individual retirement account. See the "General Plan Information" section on Page 30 for information about the Mandatory Cash-Out/Rollover Rules.

Monthly Annuities

There are three types of annuities:

- Single Life Annuity
- Joint and 50 Percent Survivor Annuity (50% J&S)

- Joint and 75 Percent Survivor Annuity (75% J&S)

Single Life Annuity

A Single Life Annuity is a series of monthly payments that begin on your Annuity Starting Date and end when you die. No payments are made after your death.

If you do not have a Spouse on your Annuity Starting Date, your Cash Balance Account will automatically be paid to you in the form of a Single Life Annuity.

If you have a Spouse on your Annuity Starting Date, you may elect the Single Life Annuity as an alternative form if your Spouse consents and signs the necessary waiver. See the "How to Begin Payment of Your Pension Benefit" section on Page 17 for more information about spousal consent.

The value of your Single Life Annuity is determined by converting your Cash Balance Account to the Single Life Annuity using a factor that is based on your age as of your Annuity Starting Date. To determine the factor, the Program uses the 1994 Group Annuity Reserve mortality table published by the Internal Revenue Service and applies a 5 percent interest rate. Contact the Recordkeeper for more information about how to convert your Pension Benefit to an annuity. See the "Contact Information" section on Page 38 for information on how to contact the Recordkeeper. .

Example: Assume at termination your Cash Balance Account is \$100,000 and you are 65 years of age at your Annuity Starting Date. The factor used to convert the Cash Balance Account to an annuity would be 141.5292 based on the 1994 Group Annuity Reserve mortality table and an interest rate of 5 percent.

Your Single Life Annuity would be \$706.57 per month (\$100,000 divided by 141.5292).

Joint and 50 Percent Survivor Annuity

The 50% J&S form of payment provides monthly payments to you and your Spouse. Payments begin on your Annuity Starting Date and end when you die. Each monthly payment equals 90 percent of the monthly amount that would be payable to you as a Single Life Annuity (see the "Single Life Annuity" section above). After your death, 50 percent of the monthly amount that was paid to you while you were alive will be paid to your Spouse. Payments stop when your Spouse dies.

Example: Assume your Pension Benefit calculated as a Single Life Annuity is \$800 per month. Under the 50% J&S, your monthly benefit is equal to 90 percent of your Single Life Annuity. Your monthly pension as a 50% J&S is \$720 (\$800 times 90 percent). After your death, your Spouse will receive monthly payments of \$360 (\$720 times 50 percent).

Important: If you have a Spouse on your Annuity Starting Date, your monthly pension will automatically be paid in the form of the 50% J&S unless you elect another form of payment (see the "How to Begin Payment of Your Pension Benefit" section on Page 17).

Joint and 75 Percent Survivor Annuity

If you have a Spouse on your Annuity Starting Date, you may elect the 75% J&S as an alternative form of payment. The 75% J&S form of payment provides monthly payments to you and your Spouse. Payments begin on your Annuity Starting Date and end when you die. Each monthly payment equals 85 percent of the monthly amount that would be payable to you as a Single Life Annuity form of payment (see the "Single Life Annuity" section on the previous page). After your death, 75 percent of the monthly amount that was paid to you while you were alive will be paid to your Spouse. Payments stop when your Spouse dies.

Example: Assume your Pension Benefit calculated as a Single Life Annuity is \$800 per month. Under the 75% J&S, your monthly benefit is equal to 85 percent of your Single Life Annuity. Your monthly pension as a 75% J&S is \$680 (\$800 times 85 percent). After your death, your Spouse will receive monthly payments of \$510 (\$680 times 75 percent).

Lump Sum Distribution

You may elect to receive your Pension Benefit in the form of a single lump sum, if you are a Lump Sum Eligible Employee. The value of the lump sum will be equal to your Cash Balance Account on your Annuity Starting Date. You will not receive a monthly Pension Benefit if you elect this option.

Important: If you take a single lump sum distribution and are later re-employed by a member of the AT&T Controlled Group, the prior distribution may reduce the monthly Pension Benefit to which you would otherwise be entitled on your later retirement. See the "Effect of Rehire Within the AT&T Controlled Group" section on Page 24 for more information.

You are a Lump Sum Eligible Employee if you are an Eligible Employee who is covered by, or is in the same business unit as, one of the following collective bargaining agreements:

- CWA (AT&T Core Contract) (effective April 1, 2010)
- CWA District 4 (AT&T Midwest Core Contract) (including Appendix G) (effective Jan. 1, 2010)
- CWA District 4 (SBC Global Services, Inc., COS) (effective Jan. 1, 2010)
- CWA District 6 (AT&T Messaging, LLC) (effective April 1, 2010)
- CWA District 6 (AT&T Southwest Core Contract) (effective April 1, 2010)
- CWA District 9 (AT&T West Core Contract) (effective Jan. 1, 2010)
- IBEW (AT&T Core Contract) (effective Jan. 1, 2010)
- IBEW Local 21 (AT&T Midwest Core Contract) (effective Jan. 1, 2010)
- IBEW Local 21 (SBC Global Services, Inc.) (effective April 1, 2010)
- IBEW Local 58 (SBC Global Services, Inc.) (effective April 1, 2010)
- IBEW Local 134 (SBC Global Services, Inc.) (effective April 1, 2010)
- IBEW Local 1269 (AT&T Digital Graphics ADvantage) (effective April 1, 2010)
- IBEW Local 1269 (Pacific Bell Telephone Company) (effective Jan. 1, 2010)

- TIU (Pacific Bell Telephone Company) (effective Jan. 1, 2010)

SURVIVOR BENEFITS

KEY POINT

A. *If you die before your Annuity Starting Date, your Spouse, Legally Recognized Partner or other Designated Beneficiary may be eligible for a benefit under this section.*

* Special Rules for Small Survivor Benefits

Special time and form of payment rules apply to survivor benefits that are subject to the automatic cash-out provisions described in this SPD. See the "General Plan Information" section on Page 30 for information about the Mandatory Cash-Out/Rollover Rules.

If you die before your Annuity Starting Date and have a Vested Interest, your Spouse, Legally Recognized Partner or Designated Beneficiary will receive a benefit under this section.

Annuity Amount

Your Spouse may elect to receive a Single Life Annuity, which will equal the greater of:

- Monthly payments that are equal to 50 percent of the amount of the Pension Benefit payable to you if you had elected to receive your Pension Benefit in the form of a 50% J&S on the day before the earlier of your Termination of Employment or death. See the "Forms of Payment" section on Page 18 for more information about a 50% J&S.
- The Single Life Annuity derived from the Cash Balance Account based on your Spouse's age and the amount of your Cash Balance Account as of the date of distribution.

Single Lump Sum

If you are a Lump Sum Eligible Employee, your Spouse, Legally Recognized Partner or a Designated Beneficiary, if you have one, may elect to receive the Survivor Benefit in the form of a single lump sum equal to the amount of your Cash Balance Account as of the date of distribution.

Deferred Commencement

Your Spouse or Legally Recognized Partner may elect to defer commencement of the Survivor Benefit until you would have reached Normal Retirement Age. If you have a Designated Beneficiary (other than your Spouse or Legally Recognized Partner), such Designated Beneficiary may defer commencement until the earlier of the date you would have reached Normal Retirement Age or the date no later than the first of the month following the fifth anniversary of your death.

If an election to defer commencement is made, the amount of the Survivor Benefit will be monthly payments equal to 50 percent of monthly pension benefit payable to you if you had a Termination of Employment on your death or date survived to Normal Retirement Age and begun to receive your Pension Benefit in the form of a 50% J&S. See the "Forms of Payment" section on Page 18 for more information about a 50% J&S. If you have a Designated Beneficiary (other than your Spouse), such Designated Beneficiary will be paid in the form of a single lump sum equal to your Cash Balance Account.

No Spouse, Legally Recognized Partner or Designated Beneficiary if Lump Sum Eligible

If you are a Lump Sum Eligible Employee and you die before your Annuity Starting Date and you do not have a Spouse, Legally Recognized Partner, or Designated Beneficiary, a single lump sum equal to your Cash Balance Account on your date of death will be paid in accordance with the AT&T Rules for Employee Beneficiary Designations. See the “Designation of Beneficiaries” section on Page 31 for more information about how to designate a beneficiary.

BREAK IN SERVICE RULES

KEY POINTS

- A. *A break in service occurs when you are not at work as scheduled.*
- B. *A break in service may affect the date you begin or resume participating in the Program. It may also affect your eligibility for Pension Benefits, your Vested Interest, your Term of Employment and the amount of your Pension Benefits.*

The break in service rules are complex and are not fully described in this section. If you have any questions, please contact the Recordkeeper for more information.

Note: Special provisions of the Mandatory Portability Agreement and other Interchange Agreements may also affect these break in service rules. See the “Mandatory Portability Agreement and Interchange Agreements” section on Page 31 more information about these agreements.

How Your Service Is Used

Your service is used to determine when you become a Participant, your Term of Employment and when you have a Vested Interest under the Plan.

Year of Service

Years of Service are used to determine when you become a Participant, when you have a Vested Interest under the Plan and your Term of Employment. You earn a Year of Service for every 12-month Period of Service. Period of Service is adjusted for any breaks in service (see the “How Breaks in Service Affect Your Service” section on the next page). Each 12-month Period of Service results in another year being added to your Term of Employment or is included in determining whether you are a Participant and whether you have a Vested Interest. See the “How to Earn a Vested Interest” section on Page 13 for more information about requirements for vesting, and see the “Eligibility and Participation” section on Page 8 for more information about requirements for participation.

Note: Special rules apply if you were on a Military Leave of Absence. If you were on a Military Leave of Absence, please contact the Recordkeeper for more information about your eligibility to receive credit for that service.

You stop earning service for all purposes on the date you have a Termination of Employment.

How Breaks in Service Affect Your Service

Determining Your Vested Interest

The following chart tells you how breaks in service affect your service for the purpose of determining whether you have a Vested Interest.

If You Have a Break in Service ...	How Your Years of Service are Affected
Before you have a Vested Interest	If your break in service is five or more years, your prior Years of Service will not be counted. If your break in service is less than five years, your prior Years of Service will be determined under the applicable bridging rules. Please contact the Recordkeeper for more information.
After you have a Vested Interest	You will continue to have a Vested Interest and your prior break in service will not have an effect.

Determining Your Term of Employment

In General

If you have a Termination of Employment or go on an unpaid Leave of Absence and you are rehired by a Participating Company or you otherwise return to work, that absence will be considered a break in service. In that case, your Term of Employment will be determined only from the date you return to work. Your Term of Employment before the break in service will not be counted except as follows below:

If you are re-employed...	Then...
Following an absence of six months or less	The absence will be treated as an absence and not a break in service and your prior Period of Service recognized as of your most recent Termination of Employment will be included in your Term of Employment immediately upon rehire, but the period of absence and other Periods of Service will not be included.
Following an absence of more than six months	Your Term of Employment will only include service after your rehire. Your Period of Service before the break in service is not counted. However, if you complete five years of continuous service after rehire, your prior service will be adjusted to include that prior period of employment recognized as of your most recent Termination of Employment. Other Periods of Service will not be included.
Following an involuntary Termination of Employment for reasons other than unsatisfactory job performance or cause (as determined by your Employer)	The absence will be treated as an absence and not a break in service and your prior Period of Service recognized as of your most recent Termination of Employment will be included in your Term of Employment immediately upon rehire, but the period of absence and other Periods of Service will not be included.

*** Special Rule for Employees Due to an In-Sourcing, Merger or Acquisition**

If your service with a prior employer is recognized pursuant to an amendment to the Plan related to an in-sourcing, merger or acquisition agreement, you are not eligible to bridge any prior service except to the extent provided in the amendment.

Note: Employees who satisfy one of the following age and Term of Employment combinations known as the “Modified Rule of 75” on or before your Termination of Employment may also be eligible for certain retiree health and welfare benefits. Refer to the relevant SPD’s for more information about retiree coverage.

Modified Rule of 75	
Age	Term of Employment
Any age	30 years
50	25 years
55	20 years
65 or older	10 years

Break in Service Due to a Leave of Absence

Upon your return to work from a Leave of Absence, the amount of service credit recognized under the applicable Leave of Absence policy of your Employer will be included in your Term of Employment.

Special Rules for Litigation, Arbitration or Grievance

If you are rehired by a member of the AT&T Controlled Group after a Termination of Employment in accordance with a settlement, an award or an order involving either litigation, arbitration or a grievance under an applicable collective bargaining agreement, special rules may apply. Contact the Recordkeeper for more information about these agreements.

EFFECT OF REHIRE WITHIN THE AT&T CONTROLLED GROUP

If you are rehired by a member of the AT&T Controlled Group after receiving a lump sum or a monthly annuity from this Program, your opening Cash Balance Account since rehire will be zero. If you did not begin payment of your Cash Balance Account and then are rehired, your prior Cash Balance Account will be credited with additional Basic Benefit Credits, Interest Credits and Supplemental Pay Credits based on your Pension Compensation since your rehire.

If you are receiving a monthly annuity from this Program after you incur a Termination of Employment, your monthly annuity will not be suspended upon rehire. In addition, the form of distribution of your prior annuity will not be changed as a result of your re-employment.

MOVING BETWEEN MEMBERS OF THE AT&T CONTROLLED GROUP

If you move from this Program to another program or pension plan within the AT&T Controlled Group, your Cash Balance Account will remain in this Program and will continue to earn Interest Credits.

When you have a Termination of Employment, you will be eligible to receive a distribution of your available vested Pension Benefit from both this Program and any other applicable program of the Plan.

CLAIMS PROCEDURES

KEY POINTS

- A. *You are not required to file a claim for your Pension Benefit under the Plan.*
- B. *If you think you are entitled to a benefit or a greater benefit under the Plan than the Pension Benefit that the Recordkeeper indicates you are eligible for, you may file a claim for benefits in writing.*

There is no need to file a claim to begin payment of your Pension Benefit; however, you do need to elect to begin your Pension Benefit before your Normal Retirement Age or to elect an alternative form of benefit. See the “How to Begin Payment of Your Pension Benefit” section on Page 17 for more information about beginning your Pension Benefit.

If you, your Spouse, your Legally Recognized Partner or Designated Beneficiary (Claimant(s)) believes that he or she is entitled to a benefit or a greater benefit under the Plan, such Claimant may file a written claim with the Plan. An authorized representative of the Claimant may also file a claim on the Claimant’s behalf. All claims for Plan benefits must be made in writing and sent to the Recordkeeper. See the “Contact Information” section on Page 38 for information on how to file a written claim for benefits.

If the Plan Administrator determines that a benefit or an additional benefit is owed under the Plan, payment will be made (or started, as applicable) as soon as administratively practicable after that determination. Those payments, however, will not begin before any limitation provided under the Plan.

Note: A Spouse, Legally Recognized Partner or Designated Beneficiary will be contacted by the Recordkeeper after it receives notification of your death. Please contact the Beneficiary Designation Administrator to report a claim. See the “Contact Information” section on Page 38 for information on how to contact the Beneficiary Designation Administrator.

NOTIFICATION OF BENEFIT DENIAL

KEY POINTS

- A. *You will receive a written notice (generally within 90 days) from the Recordkeeper if your claim for benefits is denied.*
- B. *You have 60 days after receipt of the Benefit Denial to submit a written request to appeal the decision.*
- C. *Generally, you will receive a final determination regarding your appeal within 60 days of receipt of your appeal by the Recordkeeper.*
- D. *You may not file a lawsuit against the Plan until you complete the appeal process.*

If the Recordkeeper determines that a Claimant is not entitled to a Plan benefit or is entitled to a lesser benefit than the Claimant sought (a Benefit Denial), written notice will be provided. Unless the time period is extended as described below, this notice will be given within 90 calendar days of receipt of the claim by the Recordkeeper. However, in some circumstances, an extension of this notice period is necessary. If so, the 90-day period may be extended for 90 more calendar days. The Claimant will receive notice of any extension before the initial notice period ends. The

extension notice will state why more time is needed and the date by which a decision will be rendered.

The Benefit Denial notice will be in writing and will contain all of the following information:

- The specific reason or reasons for the Benefit Denial
- The specific Plan provisions on which the Benefit Denial is based
- Any additional information necessary for the Claimant to perfect the claim and an explanation of why it is necessary
- A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits
- A description of the Plan's review procedures with respect to the Benefit Denial and the time limits applicable to that review, which will include a statement of the right to bring an action under section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) after the end of the Recordkeeper review

How to Appeal a Benefit Denial

A Claimant who receives a Benefit Denial notice is entitled to appeal the decision. The Claimant may have the decision fully reviewed by the Benefit Plan Committee if the appeal is timely and properly submitted. To appeal, the Claimant must submit a written request for review, which must include all reasons why the Claimant believes the claim should be reconsidered. The written request must be sent to the Recordkeeper. See the "Contact Information" section on *Page 38* for information on how to appeal a Benefit Denial.

The Claimant must request the appeal in writing no later than 60 calendar days after receiving the notice of Benefit Denial. If the Claimant has not received a notice of Benefit Denial, the Claimant must request the appeal in writing no later than 60 calendar days after the last date that a notice of Benefit Denial should have been sent by the Recordkeeper. See the "Notification of Benefit Denial" section on the previous page for information about the notification.

If an appeal is submitted after this 60-day deadline, the appealed claim will not be eligible for review by the Benefit Plan Committee. In addition, the Claimant will have failed to exhaust his administrative remedies under the Plan. See the "Importance of Exhausting Administrative Remedies" section on the next page for more information.

As part of the review process, the Claimant may have access to all administrative files generated during the claim and copies of those files free of charge. The Claimant may also submit written comments, documents, records and other information relating to the claim. All of this information will be taken into account in the review.

In making the final decision on review of the initial Benefit Denial, the Plan Administrator has full and complete discretion to (1) interpret all Plan terms and (2) make all factual determinations associated with the review.

Notice of Final Determination on Appeal

Unless the time period is extended as described below, written notice of the final benefit determination under review will be given to the Claimant within 60 calendar days after the Recordkeeper receives the appeal request. However, in some circumstances, an extension of this notice period is necessary. If so, the 60-day period may be extended for 60 more calendar days.

The Claimant will receive notice of any extension before the initial notice period ends. The extension notice will state why more time is needed and the date by which a decision will be rendered.

If the Benefit Plan Committee determines that a benefit or an additional benefit is owed under the Plan, payment will be made (or started, as applicable) as soon as administratively practicable after that determination (or, if later, as provided under the Plan).

If the appeal is denied, the written notice provided to the Claimant will contain all of the following information:

- The specific reason or reasons for the appeal denial
- The specific Plan provisions on which the appeal denial is based
- A statement that the Claimant may request and receive (1) reasonable access to all administrative files generated during the appeal and (2) copies of those files free of charge
- A statement indicating that there are no additional voluntary appeal procedures offered by the Plan
- A statement of the Claimant's right to bring an action under section 502(a) of ERISA

Importance of Exhausting Administrative Remedies

Timely completion of the claims procedures described in this "Notification of Benefit Denial" section is very important. If a Claimant fails to comply with the claims procedures set forth in this section (for example, the Claimant does not appeal a Benefit Denial or fails to appeal within the specified time limits), the Claimant may not try to appeal the claim at a later time. The Claimant also may not bring a lawsuit based on the claim.

No lawsuit may be brought with respect to Plan benefits until all claims procedures have been exhausted.

Time to File Suit

Any suit based on a denial of eligibility and/or for benefits must be filed no later than five years from the date of final determination by the Plan Administrator.

If you wish to bring legal action concerning your right to participate in the Plan or your right to receive any benefits under the Plan, you must first file a claim for benefits and go through the ERISA (see the "ERISA Rights of Participants" section on Page 34) claim and appeal process. A legal action should not be filed until you complete the claim and appeal process. Legal action involving the Plan should be filed directly against the Plan.

ADMINISTRATION OF THE PLAN

KEY POINTS

- A. *The Benefit Plan Committee is responsible for appeals of claims under the Plan.*
- B. *The Benefit Plan Investment Committee is responsible for investing the Pension Fund.*
- C. *The Plan Administrator is responsible for all other Plan administration.*

Plan Administrator

The Plan Administrator is responsible for:

- Determining (1) your eligibility to participate in the Plan, (2) the right of a person to a benefit under the Plan, (3) the amount of any Plan benefit and (4) the final decision on all appeals of Benefit Denials. See the “Claims Procedures” section on Page 25 for more information about Benefit Denials. The authority to hear and decide appeals is currently delegated to the Benefit Plan Committee.
- Investing the Pension Fund. This responsibility is currently delegated to the Benefit Plan Investment Committee.
- All other Plan administration purposes.

The Plan Administrator has all powers necessary to accomplish its Plan duties. This includes the complete and absolute discretion to interpret the Plan and all matters of fact with respect to its particular duties. The Plan Administrator is identified in the “Other Plan Information” section on Page 36.

Delegation of Duties

The Plan Administrator may delegate any of its powers or duties with respect to the administration of the Plan and the Pension Fund. This includes the administration of claims and the authority to authorize payment of benefits. However, any delegation by the Plan Administrator of its authority to review and decide any appeal of a Benefit Denial, or its discretion to interpret the Plan with respect to an appeal, must be in writing.

AMENDMENT OR TERMINATION OF THE PLAN

AT&T Inc. has the right to amend the Plan at any time. If the Plan is terminated or partially terminated (as defined under applicable law), you will receive a Vested Interest in your Pension Benefit. See the “How to Earn a Vested Interest” section on Page 13 for more information on how to attain a Vested Interest.

If the Plan is amended or terminated (in whole or in part) or if a Participating Company ends its participation in the Plan or ceases to provide Plan benefits, you may not be eligible to receive benefits as described in this SPD. You may also lose future benefits coverage under the Plan. However, no amendment or termination may reduce the amount of any benefit that you have earned as of the amendment or termination date except as otherwise required or permitted by law or under the pre-amended Plan terms.

It is expected that the Plan will have enough money to pay the benefits of all Plan participants. If there are insufficient funds, you may not receive the entire benefit to which you have become

entitled. However, see the next page for a description of when unfunded benefits will be covered by the Pension Benefit Guaranty Corporation.

PENSION BENEFIT GUARANTY CORPORATION

KEY POINTS

- A. *Your Pension Benefit is federally insured by the PBGC.*
- B. *There are limits on the type of pension benefits and the amount that is insured.*
- C. *In some circumstances, you may not receive all of your Pension Benefit.*

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

The PBGC guarantee generally covers normal and early-retirement benefits, certain disability benefits if you become disabled before the Plan terminates and certain benefits for your survivors. The PBGC guarantee generally does not cover the following benefits:

- Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates
- Some or all of the benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates
- Benefits that are not vested because you do not have a Vested Interest
- Benefits for which you have not met all of the requirements at the time the Plan terminates
- 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 your Normal Retirement Age
- Nonpension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay

Even if certain benefits are not guaranteed, you may still receive some of those benefits from the PBGC depending on how much money the Plan has at termination and on how much the PBGC collects from AT&T and each Participating Company.

For more about the PBGC and the benefits that it guarantees, ask the Recordkeeper or contact the PBGC at:

Technical Assistance Division
1200 K St. N.W., Suite 930
Washington, D.C. 20005-4026

You may also call the PBGC at:

800-400-7242 or **202-326-4000** (not a toll-free number)

TTY/TDD users may call the federal relay service toll free at **800-877-8339** and ask to be connected to **202-326-4000**.

Additional information about the PBGC is available through the PBGC's Web site at www.pbgc.gov.

GENERAL PLAN INFORMATION

KEY POINTS

- A. *Generally, Plan assets may only be used to pay (1) benefits to you and your beneficiaries and (2) reasonable administrative expenses of the Plan and Pension Fund.*
- B. *If you get divorced or are legally separated, the Plan must pay to your Spouse or former Spouse all or a portion of your Plan benefit if required by a Qualified Domestic Relations Order (QDRO).*
- C. *You must keep a current mailing address for you, your Spouse, your Legally Recognized Partner or Designated Beneficiary on file with the Plan.*
- D. *Certain provisions described in the Program reflect those provisions to which your Employer and the union representing you have agreed.*

Top-Heavy Rules

Certain provisions of the Plan are required by law to take effect automatically if the Plan is classified as "top-heavy." A top-heavy plan is one in which the sum of the accrued benefits of "key employees" (as defined in the Internal Revenue Code) exceeds 60 percent of the sum of the accrued benefits of all employees. In the unlikely event that the Program is determined to be top-heavy, the Participating Companies may be required to provide a minimum benefit on behalf of all non-key employees, and a special vesting schedule may be used to accelerate vesting for non-key employees who have not yet acquired a Vested Interest at the time of such top-heavy status.

You will be informed if the Plan is determined to be top-heavy for a Plan Year.

No Assignment of Benefits

The assets of the Plan are for the exclusive benefit of you and your beneficiaries and for the payment of reasonable administrative expenses of the Plan and Pension Fund. Except as otherwise required by law or by a "Qualified Domestic Relations Order" (QDRO) (as described below), your benefits under the Plan may not be claimed by any person to whom you owe a debt, nor can your beneficiary transfer any rights to these benefits to any person. This means that you may not sell, assign, pledge or otherwise transfer your Pension Benefit before it is distributed to you, nor is your Pension Benefit subject to most attachments, garnishments, executions or encumbrances before it is distributed to you.

As required by federal law, the Plan will pay all or a portion of your Plan benefit in compliance with a QDRO. A QDRO is a court order issued under a state domestic relations law that has been qualified by the Plan and that transfers all or a portion of your Plan benefit to an "alternate

payee" in connection with a divorce, legal separation, custody or support proceeding that meets certain requirements outlined in the Internal Revenue Code and ERISA. The alternate payee under the QDRO may be your Spouse, former Spouse, child or other dependent. The QDRO may relate to child support, alimony payments or marital property rights and may direct payment of all or part of your benefit to the alternate payee.

If you or the alternate payee becomes a party to a divorce or legal separation that affects Pension Benefits, you or the alternate payee (or his or her attorney) should contact the Recordkeeper to inform the Plan of the proceeding and to obtain a copy of the Plan's QDRO Procedure, which will be provided without charge.

Collective Bargaining Agreements

The benefits and certain other provisions described in the Programs reflect those provisions to which the Employers and the union representing you under this Program have agreed. Nothing in this SPD alters or amends what has been agreed to between the Employers and the union representing you under this Program.

Missing Participants and Beneficiaries

You must keep your current mailing address and the current mailing addresses of your Spouse, your Legally Recognized Partner or Designated Beneficiary on file with the Plan. See the "Information Changes and Other Common Resources" section on Page 40 for more information about how to keep your mailing addresses current. If you fail to keep the Plan informed of the current mailing addresses of those persons, the Recordkeeper, the Plan Administrator, the Trustee, the Participating Companies and any fiduciary under the Program will not be responsible for any late or lost payment of a benefit or for failure of any notice to be provided timely under the terms of the Program. If the Plan Administrator is unable to locate you, your Spouse, your Legally Recognized Partner or Designated Beneficiary after a Program benefit becomes payable to such person, upon the Plan Administrator's determination that the missing person cannot be located, the benefit will remain in the Pension Fund and will not revert to any state or to any other party. After satisfying all requirements imposed by law, any unclaimed amount will be forfeited. If, after the forfeiture of a benefit, you, your Spouse, your Legally Recognized Partner or Designated Beneficiary later makes a valid claim for the forfeited benefit, the amount will be paid under the terms of the Program.

Designation of Beneficiaries

If you are eligible for a lump sum distribution option, you can designate a beneficiary to receive the lump sum distribution of your Pension Benefit. Refer to the AT&T Rules for Employee Beneficiary Designations to learn how to complete or change an AT&T Beneficiary Designation Form. To obtain a copy of the AT&T Rules for Employee Beneficiary Designations, visit the Beneficiary Designation Administrator's Web site or call the Beneficiary Designation Administrator to request an AT&T Beneficiary Designation Form. See the "Contact Information" section on Page 38 for information on how to contact the Beneficiary Designation Administrator.

Although you are not required to update your beneficiary designation form, it is recommended that you do so when certain life events occur (for example, getting married or divorced, having or adopting a child, or losing a loved one).

Mandatory Portability Agreement and Interchange Agreements

At the time of divestiture, the former Bell System Companies entered into the Mandatory Portability Agreement (MPA). The MPA provides special benefits and service provisions for Participants covered by the MPA. They override any contrary provisions in this SPD.

AT&T Inc. (or predecessor) and/or the Employers also entered into other interchange agreements with certain affiliates or former affiliates. These other interchange agreements include special provisions that relate to the portability of retirement benefits and recognition of service. Those provisions may affect some Participants. They will override any contrary provisions in this SPD for those affected Participants.

However, if you are eligible for the MPA, you may elect to port service or waive any and all portability of service in accordance with procedures established by the Recordkeeper. You may wish to waive portability of past service in order to continue eligibility for the pension and other retiree benefits being received from the former employer. This decision will depend on your personal circumstances. It is your decision whether to waive portability, and this decision is irrevocable.

Special provisions apply if your prior pension benefit from a former employer was distributed in a lump sum payment.

If you have past service that may be eligible for porting under the MPA provisions or other interchange agreements, you may call the Recordkeeper for more information on the MPA and its effect on benefits and to report previous work history. You may also request an MPA Employment Questionnaire. See the "Contact Information" on Page 38 for information on how to contact the Recordkeeper.

Rehire by an MPA Interchange Company

If a participant is rehired by an MPA interchange company (other than a member of the AT&T Controlled Group) after receiving a lump sum benefit from the Plan and is covered under the MPA, the participant may repay the entire lump sum (plus interest) to the Plan (if required by the hiring company). This lump sum repayment must be made within one year of your rehire by the MPA interchange company. The Pension Benefit will then be transferred from the Plan to the applicable MPA interchange company plan.

Important: This MPA section does not apply to movement within the AT&T Controlled Group. Additionally, this MPA section does **not** apply while you are employed by AT&T Mobility Services LLC.

No Double Crediting of Benefits

If you have earned a benefit under more than one program of the Plan, the benefit payable under each program will take into account the corresponding benefit earned under any other program(s).

Important: You are not entitled to double crediting of compensation, service or any other factor in calculating any benefit under any program. There will be an offset to the extent necessary to prevent any double crediting.

Internal Revenue Code Limits on Plan Benefits

The Internal Revenue Code sets a maximum amount for your Pension Benefit. In addition, your compensation taken into account for purposes of determining your Pension Benefit under the Program for a given Plan Year may not exceed a limit imposed by law. This limit occasionally changes, either to reflect increases in the cost of living or to reflect changes in the law itself.

Mandatory Cash-Out/Rollover Rules

If you die or terminate employment with the AT&T Controlled Group and the present value of your Pension Benefit is \$1,000 or less, the benefit, if payable, will automatically be paid. It will be paid in a single lump sum payment as soon as administratively practicable after your death or Termination of Employment. No other time or form of payment is allowed. However, an election may be made to have the amount paid as a direct rollover. See the “Direct Rollover of Pension Benefit” section below for more information on rollovers.

If the present value of your Pension Benefit is more than \$1,000 but not more than \$5,000, the benefit, if payable, will automatically be paid as a direct rollover to an individual retirement account (IRA) unless (1) there is an election to have the distribution paid in a single lump sum payment or (2) a different rollover election is made. See the “Direct Rollover of Pension Benefit” section below for more information on rollovers.

If a benefit is automatically rolled over to an IRA, the IRA will be either a qualified safe harbor IRA (as defined by federal law) or an IRA selected by the Plan Administrator. Such IRA will be invested in a product designed to preserve principal and provide a reasonable rate of return and liquidity. Associated fees and expenses are the sole responsibility of the account holder. For more information, contact the Recordkeeper. See the “Contact Information” section on Page 38 for information on how to contact the Recordkeeper.

Direct Rollover of Pension Benefit

You (or any eligible recipient) may elect to have all or any part of your benefit that constitutes an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan.

An Eligible Rollover Distribution is a Pension Benefit paid in a lump sum.

An Eligible Retirement Plan is any one or more of the following plans that agree to accept the direct rollover:

- A qualified plan described in section 401(a) of the Internal Revenue Code
- An IRA
- A qualified annuity described in section 403(a) of the Internal Revenue Code
- A tax-sheltered annuity described in section 403(b) of the Internal Revenue Code
- An eligible 457(b) governmental plan that meets the requirements described in section 457(b) of the Internal Revenue Code

If an eligible recipient elects to receive a pension benefit that is also an Eligible Rollover Distribution, a mandatory 20 percent withholding tax will be deducted from the distribution. If an eligible recipient instead elects a direct rollover to an Eligible Retirement Plan, no tax will be withheld.

ERISA RIGHTS OF PARTICIPANTS

KEY POINTS

- A. *ERISA is a federal law that provides certain rights and protection to all Participants.*
- B. *The persons who are responsible for the operation of the Plan have a duty to act prudently and in the interest of the Plan and their beneficiaries.*
- C. *No one may fire or discriminate against you for exercising your rights under ERISA.*

Your ERISA Rights as a Participant

As a Participant you are entitled to certain rights and protections under ERISA. ERISA provides that you will be entitled to all the following rights:

- To examine without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan Administrator with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. See the "How to Obtain Information" section on the next page.
- To obtain copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and an updated summary plan description (the Plan Administrator may make a reasonable charge for the copies), provided you make a written request to the following address;

<p>AT&T Services, Inc. Attn: Plan Documents P.O. Box 132160 Dallas, TX 75313-2160</p>
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- To obtain a statement of your right to receive a pension at Normal Retirement Age and which benefits would be payable at Normal Retirement Age if you stopped working under the Plan immediately and, if you do not have a right to a pension, a statement as to how many more years you must work to obtain a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Plan Fiduciaries

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

Enforcing Participants' Rights

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request a copy of the Plan documents or the latest annual report and do not receive the information within 30 days, you may file suit in federal court. In such case, the court may require the Plan Administrator to provide the requested materials and 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 under the Plan that is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain without charge copies of documents relating to the decision and to appeal any denial (see the "Claims Procedures" section on Page 25 for more information on how to make a claim for benefits), all within certain time schedules. In addition, if you disagree with the Plan Administrator's final decision (or lack thereof), including any final decision concerning the qualified status of a Domestic Relations Order, you may file suit in federal court.

If it should happen that the Plan fiduciaries misuse the Plan's assets, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or 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 whom you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if the court finds that your claim is frivolous).

How to Obtain Information

If you have any questions about the Plan, you should contact the Recordkeeper for assistance. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor as listed in the telephone directory or at:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Ave., N.W.
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration

FUNDING OF THE PLAN

KEY POINTS

- A. *The Plan is funded by the AT&T Controlled Group.*
- B. *Employees may not make contributions to the Plan.*

The Pension Fund

All contributions and earnings are held in the Pension Fund. The Pension Fund is the trust(s) established by AT&T Inc. to hold and invest those amounts. The Trustee of the Pension Fund is the

person or entity responsible for the Pension Fund's assets. The Trustee is identified in the "Other Plan Information" section below.

Source of Plan Benefits

The Plan is funded only by contributions made by AT&T and the Participating Companies and the earnings on those contributions. Participants may not make contributions to the Plan. Such contributions will be held, invested and reinvested by the Trustee. As a Participant, you will not have any right to, title to, or interest in any assets of the Pension Fund upon termination of your employment or otherwise, except as provided under the Plan, and then only to the extent of the benefits payable to you as a Participant out of the assets of the Pension Fund.

Pension Benefits are payable from the Pension Fund. All expenses relating to the administration of the Plan may be paid from Plan assets, to the extent permitted under ERISA. Any expenses not paid from Plan assets will be paid by AT&T and/or the Participating Companies.

OTHER PLAN INFORMATION

Other Plan Information	
Plan Name	AT&T Pension Benefit Plan
Program Name	Bargained Cash Balance Program #2
Type of Plan	Defined benefit pension plan
Plan Sponsor	AT&T Inc. P.O. Box 132160 Dallas, TX 75313-2160 210-351-3333
Employer Identification Number	43-1301883
Plan Number	006
Plan Administrator	AT&T Inc. P.O. Box 132160 Dallas, TX 75313-2160 210-351-3333
Recordkeeper	See the "Contact Information" section on Page 38 for information on how to contact the Recordkeeper.
Funding Medium	Trust (the Pension Fund)
Trustee	JPMorgan Chase Bank, N.A. 4 New York Plaza, 17th Floor Mail Drop: NY1-E205 New York, NY 10004 Attn: AT&T Client Services
Plan Year	Each Jan. 1 through Dec. 31
Agent for Service of Legal Process	AT&T Services, Inc. P.O. Box 132160 Dallas, TX 75313-2160 Service of Legal Process may also be made upon a Trustee or the Plan Administrator.

DEFINITIONS

Annuity Starting Date. Means the first day of the first period for which a Pension Benefit is payable as an annuity or in any alternative form, as described in the "Forms of Payment" section on Page 18.

AT&T Controlled Group. Means AT&T Inc. and each of its subsidiaries and affiliates that are required to be aggregated under Section 414(b) or Section 414(c) of the Internal Revenue Code of 1986, as amended from time to time.

Cash Balance Account. Means the hypothetical account as determined in the "How Your Cash Balance Account Is Calculated" section on Page 14.

Designated Beneficiary. Means the individual who is designated as your beneficiary in accordance with the AT&T Rules for Employee Beneficiary Designations.

Eligible Employee. Means an Employee of a Participating Company who has satisfied the Program's eligibility requirements as described in the "Eligibility and Participation" section on Page 8.

Employee. Means each:(a) individual who: (i) is classified on the payroll records of an Employer as a common law employee; and (ii) receives a regular and stated compensation, other than a pension or retainer, from that Employer in exchange for services rendered to that Employer; and (b) leased employee (if required by applicable law).

Employer. Means the Participating Company that employs the Employee.

Leave of Absence. Means a leave of absence formally granted to an Employee in accordance with rules established by the Employer.

Legally Recognized Partner. Means an individual who is (i) a Registered Domestic Partner or is (ii) an individual with whom you have entered into a same-gender relationship in accordance with state or local law that provides similar benefits, protections and responsibilities under state law as those afforded to a Spouse. For purposes of this definition, a "Registered Domestic Partner" is an individual with whom you have entered into a domestic partnership that has been registered with a government body.

Normal Retirement Age. Means your 65th birthday or, if later, the third anniversary of the date you began participating in the Plan.

Participant. Means an Eligible Employee who has satisfied the requirements for participation in the Program. See the "Participation" section on Page 13.

Pension Benefit. Means a Cash Balance Account taken in any form of payment as described in this SPD. See, the "Your Program Benefits" section on Page 13.

Period of Service. Means each period of your employment with your Employer beginning on your date of hire or rehire as applicable and ending on the date you terminate employment. Special rules may apply to how your Period of Service is calculated. Contact the Recordkeeper for more information.

Spouse. Means the individual, if any, who is recognized as a spouse under federal law.

Term of Employment. Also known as net credited service or NCS, means a period of employment with your Employer as determined by your Employer and the Plan Administrator (based on your Periods of Service). Special rules may apply to how your Term of Employment is calculated. Contact the Recordkeeper for more information.

Termination of Employment. Means the date you terminate employment (for any reason other than death) with all members of the AT&T Controlled Group.

CONTACT INFORMATION

Recordkeeper	
Fidelity Service Center	
General questions about the Plan may be sent to:	
	Fidelity Service Center P.O. Box 770003 Cincinnati, OH 45277-0065
Written claims for benefits or an appeal of a denied claim for benefits under the Plan must be sent to:	
Regular Mail:	
	Fidelity Service Center Claims and Appeals P.O. Box 770003 Cincinnati, OH 45277-0065
Overnight:	
	Fidelity Service Center Claims and Appeals 100 Crosby Parkway, KC1F-D Covington, KY 41015
→	www.netbenefits.fidelity.com
	800-416-2363
	Dial your country's toll-free AT&T Direct Access number, then enter 800-416-2363 (international)
	888-343-0860 (hearing-impaired)
	Monday through Friday from 7:30 a.m. to 11 p.m. Central time
	The interactive voice response system is available 24 hours a day, seven days a week.
<div style="border: 1px solid black; padding: 5px; background-color: #f0f0f0;"> <p>Important: You will need your Fidelity Service Center PIN and Social Security number/customer ID when you access the automated voice response system, or call to speak to a service associate.</p> </div>	

Beneficiary Designation Administrator	
Fidelity Service Center	
<p>For all active and inactive employees and retirees:</p> <ul style="list-style-type: none"> Call the Fidelity Service Center to report a death or ask questions about beneficiary designation forms. Visit www.netbenefits.fidelity.com to review and print or request an AT&T Beneficiary Designation Form. You may also call the Fidelity Service Center to request an AT&T Beneficiary Designation Form. Return completed AT&T Beneficiary Designation Forms to the mailing address below. 	
	<p>Fidelity Service Center P.O. Box 770003 Cincinnati, OH 45277-0088</p>
	<p>www.netbenefits.fidelity.com</p>
	<p>800-416-2363</p>
	<p>Dial your country's toll-free AT&T Direct access number then enter 800-416-2363 (international).</p>
	<p>888-343-0860 (hearing-impaired)</p>
	<p>Monday through Friday from 7:30 a.m. to 11 p.m. Central time</p>
	<p>The automated voice response system is available 24 hours a day, seven days a week.</p>
<div style="border: 2px solid black; background-color: #cccccc; padding: 10px; margin: 10px auto; width: 80%;"> <p>Important: You will need your Fidelity Service Center PIN and Social Security number/customer ID when you access the automated voice response system, or call to speak to a service associate.</p> </div>	
<p>If you wish to file a written claim or a written appeal of a denied beneficiary form, use the following mailing address:</p>	
	<p>Beneficiary Designation Administrator Personnel Center P.O. Box 770003 Cincinnati, OH 45277-0072</p>

INFORMATION CHANGES AND OTHER COMMON RESOURCES

It's important to keep your work and home addresses current because the majority of your benefits, payroll or similar information is sent to them. Please include any room, cubicle or suite number that will help make mail-routing more efficient.

Active Employee Address and Telephone Number Changes

For employees with access to the employee intranet:

Home and Work address updates:

- Go to insider.web.att.com.
- Click on HROneStop (hronestop.att.com) and select eLink (eCORP) in the right navigation bar.
- Enter your AT&T User ID and password for the AT&T Global Logon. (If you do not know your password, please follow the instructions on the screen.)
- Once logged on, click OK.
- On the eCORP home page, click on Employee Services.
Note: Be sure the far right-hand scroll bar is all the way to the top.
- Select Personal Information.
- Select Maintain Addresses and Phone Numbers.
- To update your home address, select Edit at the bottom of the Permanent Residence box, make any necessary changes and click Save.
- To update your work address, select Edit at the bottom of the Cubicle/Office box, make any necessary changes and click Save.

For employees without access to the employee intranet:

Contact your supervisor or eLink assistant.

Retired and Inactive Employee Home Address Changes

Call the Fidelity Service Center to change your address.



800-416-2363



Dial your country's toll-free AT&T Direct Access number, and then enter **800-416-2363** (international).



888-343-0860 (hearing-impaired)



Monday through Friday from 7:30 a.m. to 11 p.m. Central time

You will need your Fidelity Service Center PIN and Social Security number/customer ID when you call to speak to a service associate.

Important: These instructions are also for recipients of Long-Term Disability Benefits, employees on a Leave of Absence, as well as COBRA participants, alternate payees and survivors who have a pension benefit (including a retiree death benefit) or savings plan benefit that has yet to be paid to you.

If you are not eligible to receive a pension or savings plan benefit, or have already received your entire pension and savings plan benefits in a lump sum and are not eligible for a retiree death benefit from your pension plan, call the AT&T Benefits Center at **877-722-0020** to update your home address.

AT&T Benefits Intranet and Internet Access

Your Benefits section of HROneStop (active employees only)

Go to the Your Benefits section of HROneStop at hronestop.att.com. This site provides access to administrator Web sites, which may include provider directories, summary plan descriptions (SPDs) and other tools, and selected current communications.

Your Benefits section of access.att.com (employees and retirees from home)

Go to the Your Benefits section of access.att.com (AT&T's secure Internet site) for benefits information at home. Just go to access.att.com and follow the login instructions.

ATTACHMENT 1: GROUPS FOR WHOM SPECIAL PROVISIONS APPLY

If you are in one of the groups below, special provisions apply to your benefit under this Program.

To obtain more information about these special provisions or to see if they apply to you, contact the Recordkeeper. See the "Contact Information" section on Page 38 for information on how to contact the Recordkeeper.

Employees Affected by Certain Corporate Transactions. In certain instances, Eligible Employees may receive additional recognition of service, compensation and/or benefits for specific purposes as a condition of certain corporate transactions (e.g., acquisitions, dispositions and joint ventures) or other corporate agreements (insourcing or outsourcing).