

**SECOND AMENDMENT TO THE  
YP HOLDINGS LLC PENSION PLAN**

WHEREAS, YP Holdings LLC desires to amend the YP Holdings LLC Pension Plan to conform to certain collective bargaining agreements and to comply with requirements of the Internal Revenue Code.

1. Effective January 1, 2012, Article I, Article II, Article III and Article IV of Supplement 9 "Actuarial Equivalent" of the Plan are amended by deleting such Articles in their entirety and replacing them with the following:

**I.  
SCOPE**

**1.1 SCOPE.** This Supplement sets out the Applicable Mortality Table and the Applicable Interest Rate that is used in determining the Actuarial Equivalent in the Component Pension Programs.

**1.2 LUMP-SUM ACTUARIAL EQUIVALENT.** For purposes of determining a Lump Sum or other single sum payments, the term Actuarial Equivalent shall be determined as follows:

**1.2.1 ACTUARIAL EQUIVALENT JANUARY 1, 2008 UNTIL THE AT&T PPA EFFECTIVE DATE.** Except with respect to the East Program and the Bargained Cash Balance Program, effective January 1, 2008 until the AT&T PPA Effective Date, the Actuarial Equivalent shall be determined using the greater of (1) the GATT Applicable Interest Rate and GATT Applicable Mortality Table or (2) the Statutory Applicable Interest Rate and the Statutory Applicable Mortality Table. For purposes of this subsection, "greater of" means the actuarial basis that produces the highest Lump Sum or other single sum payment.

**1.2.2 ACTUARIAL EQUIVALENT FROM THE AT&T PP EFFECTIVE DATE UNTIL THE AT&T FULL PPA EFFECTIVE DATE.** Except with respect to the East Program and the Bargained Cash Balance Program, effective on the AT&T PPA Effective Date until the AT&T Full PPA Effective Date, the Actuarial Equivalent shall be determined using the greater of (1) the Statutory Applicable Interest Rate and the Statutory Applicable Mortality Table or (2) the AT&T Phase-in Applicable Interest Rate and the Applicable Mortality Table. For purposes of this subsection, "greater of" means the actuarial basis that produces the highest Lump Sum or other single sum payment.

**1.2.3 ACTUARIAL EQUIVALENT ON AND AFTER THE AT&T FULL PPA EFFECTIVE DATE.** Except with respect to the East Program and the Bargained Cash Balance Program, effective on the AT&T Full PPA Effective Date, the Actuarial Equivalent shall be determined using the Applicable Interest Rate and the Applicable Mortality Table.

**1.2.4 ACTUARIAL EQUIVALENT FOR THE EAST PROGRAM AND THE BARGAINED CASH BALANCE PROGRAM.** Effective on January 1, 2008 for the East Program and the

Bargained Cash Balance Program, the Actuarial Equivalent shall be determined using the greater of (1) the Statutory Applicable Interest Rate and the Statutory Applicable Mortality Table or (2) the Applicable Interest Rate and the Applicable Mortality Table. For purposes of this subsection, "greater of" means the actuarial basis that produces the highest Lump Sum or other single sum payment.

**1.3 ANNUITY ACTUARIAL EQUIVALENT.** For purposes of calculating a Single Life Annuity, or other annuity conversions where Actuarial Equivalent is used, the term Actuarial Equivalent shall be determined as follows:

**1.3.1 ACTUARIAL EQUIVALENT GENERAL RULE.** Except with respect to the Nonbargained Program and the AT&T Legacy Management Program, the Actuarial Equivalent shall be determined using the Applicable Interest Rate and Applicable Mortality Table.

**1.3.2 ACTUARIAL EQUIVALENT SPECIAL RULE.** With respect to the Nonbargained Program and the AT&T Legacy Management Program, effective January 1, 2008 and until the AT&T Full PPA Effective Date, the Actuarial Equivalent shall be determined using the same basis as is used in determining the Lump Sum for such Programs as set forth in Section 1.2 hereof, and effective on the AT&T Full PPA Effective Date, the Actuarial Equivalent shall be determined using the Applicable Interest Rate and Applicable Mortality Table.

## II. DEFINITIONS

**2.1 AT&T Full PPA Effective Date** means the date on which the use of the AT&T Phase-in Applicable Interest Rate ends for each Employee Group (as specified in Schedule A of this Supplement); provided, however, with respect to the Bargained Cash Balance Program and the East Program, the AT&T Full PPA Effective Date is January 1, 2010.

**2.2q AT&T Phase-in Applicable Interest Rate** means the annual rate of interest specified in Schedule A of this Supplement.

**2.3 AT&T PPA Effective Date** means the date on which the use of the AT&T Phase-in Applicable Interest Rate begins for each Employee Group (as specified in Schedule A of this Supplement).

**2.4 GATT Applicable Interest Rate** means the annual rate of interest of 30-year Treasury securities applied using the stability period and lookback period of the applicable Component Pension Program as set forth in Article IV of this Supplement.

**2.5 GATT Applicable Mortality Table** means the GAR-94 mortality table prescribed in Rev. Ruling 2001-62.

**2.6 Statutory Applicable Interest Rate** means the annual rate of interest specified in section 417(e)(3)(C) of the Code applied using the Plan Year as the stability period and the November preceding the first day of the stability period as the lookback period. Notwithstanding the preceding for the period from January 1, 2012 through December 31, 2013 and for

purposes of Lump Sum calculations only, the stability period and look back period shall also be applied using the stability period and lookback period for the applicable Component Pension Program as set forth in Article IV if such application results in a higher Lump Sum value.

**2.7 Statutory Applicable Mortality Table** means the mortality table determined in accordance with section 417(e)(3)(B) of the Code and associated regulations.

**2.8 Unblended PPA Interest Rate** means the Statutory Applicable Interest Rate without adjustment under section 417(e)(3)(D)(iii) of the Code applied using the stability period and lookback period of the applicable Component Pension Program as set forth in Article IV of this Supplement for Plan Years 2008 through 2011.

### III.

#### APPLICABLE MORTALITY TABLE

**3.1 GENERAL RULE FOR LUMP SUM CALCULATIONS.** Except with respect to Component Pension Programs referenced in Section 3.2 below, for purposes of calculating a Lump Sum where Actuarial Equivalent is used, Applicable Mortality Table means:

- (1) The GATT Applicable Mortality Table through the date preceding the AT&T PPA Effective Date and,
- (2) Effective on the AT&T PPA Effective Date, the Statutory Applicable Mortality Table.

**3.2 SPECIAL RULES FOR CERTAIN COMPONENT PENSION PROGRAMS FOR LUMP SUM CALCULATIONS.**

- (1) **EAST PROGRAM AND BARGAINED CASH BALANCE PROGRAM.** For purposes of calculating a Lump Sum under the East Program and the Bargained Cash Balance Program, Applicable Mortality Table means the GATT Applicable Mortality Table.

**3.3 GENERAL RULE FOR ANNUITY CONVERSIONS.** Except with respect to Component Pension Programs referenced in Section 3.4 below, for purposes of calculating a Single Life Annuity or other annuity conversions where Actuarial Equivalent is used, Applicable Mortality Table means the GATT Applicable Mortality Table.

**3.4 SPECIAL RULES FOR CERTAIN COMPONENT PENSION PROGRAMS FOR ANNUITY CONVERSIONS.**

- (1) **NONBARGAINED PROGRAM AND AT&T LEGACY MANAGEMENT PROGRAM.** Effective January 1, 2012 and for purposes of calculating a Single Life Annuity, or other annuity conversions where Actuarial Equivalent is used, under the Nonbargained Program and the AT&T Legacy Management Program, Applicable Mortality Table means the Statutory Applicable Mortality Table.

- (2) **SOUTHEAST MANAGEMENT PROGRAM.** Effective January 1, 2008 and for purposes of calculating a Single Life Annuity, or other annuity conversions where Actuarial Equivalent is used, under the Southeast Management Program, Applicable Mortality Table means the Statutory Applicable Mortality Table.

#### **IV. APPLICABLE INTEREST RATE**

**4.1 AT&T LEGACY BARGAINED PROGRAM.** Applicable Interest Rate means:

- (1) The GATT Applicable Interest Rate through the date preceding the AT&T PPA Effective Date;
- (2) Effective on the AT&T PPA Effective Date through the date preceding AT&T Full PPA Effective Date, the AT&T Phase-in Applicable Interest Rate; and
- (3) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest Rate.

For purposes other than determining the Statutory Applicable Interest Rate, stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the August preceding the first day of the stability period.

**4.2 AT&T LEGACY MANAGEMENT PROGRAM.** Applicable Interest Rate means:

- (1) The GATT Applicable Interest Rate through the date preceding the AT&T PPA Effective Date;
- (2) Effective on the AT&T PPA Effective Date through the date preceding AT&T Full PPA Effective Date, the AT&T Phase-in Applicable Interest Rate; and
- (3) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest Rate.

For purposes other than determining the Statutory Applicable Interest Rate, stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the August preceding the first day of the stability period.

**4.3 BARGAINED CASH BALANCE PROGRAM.** Applicable Interest Rate means the GATT Applicable Interest Rate.

Stability period is the calendar quarter in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the second calendar month preceding the first day of the stability period.

**4.4 BARGAINED CASH BALANCE PROGRAM #2.** Applicable Interest Rate means an annual rate of five percent (5%).

**4.5 EAST PROGRAM.** Applicable Interest Rate means the GATT Applicable Interest Rate.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.6 MANAGEMENT CASH BALANCE PROGRAM.** Applicable Interest Rate means an annual rate of five percent (5%).

**4.7 MIDWEST PROGRAM.** Applicable Interest Rate means as set forth in Subsections 4.7.1 or 4.7.2, whichever is applicable:

**4.7.1** For purposes of calculating a Lump Sum, Applicable Interest Rate means:

- (1) The GATT Applicable Interest Rate through the date preceding the AT&T PPA Effective Date;
- (2) Effective on the AT&T PPA Effective Date through the date preceding AT&T Full PPA Effective Date, the AT&T Phase-in Applicable Interest Rate; and
- (3) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest Rate.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.7.2** For purposes of calculating a Single Life Annuity, or other annuity conversions where Actuarial Equivalent is used, Applicable Interest Rate means the GAIT Applicable Interest Rate.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.8 MIDWEST PUBLISHING VENTURES PROGRAM.** Applicable Interest Rate means:

- (1) The GATT Applicable Interest Rate through the date preceding the AT&T PPA Effective Date;
- (2) Effective on the AT&T PPA Effective Date through the date preceding AT&T Full PPA Effective Date, the AT&T Phase-in Applicable Interest Rate; and
- (3) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest Rate.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.9 NONBARGAINED PROGRAM.** Applicable Interest Rate means:

- (1) The GATT Applicable Interest Rate through the date preceding the AT&T PPA Effective Date;
- (2) Effective on the AT&T PPA Effective Date through the date preceding AT&T Full PPA Effective Date, the AT&T Phase-in Applicable Interest Rate; and
- (3) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest Rate.

For purposes other than determining the Statutory Applicable Interest Rate, stability period is the calendar quarter in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the second calendar month preceding the first day of the stability period.

**4.10 SOUTHEAST MANAGEMENT PROGRAM.** Applicable Interest Rate means:

- (1) The GATT Applicable Interest Rate through the date preceding the AT&T PPA Effective Date;
- (2) Effective on the AT&T PPA Effective Date through the date preceding AT&T Full PPA Effective Date, the AT&T Phase-in Applicable Interest Rate; and
- (3) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest Rate.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.11 SOUTHEAST PROGRAM.** Applicable Interest Rate means as set forth in Subsections 4.11.1 or 4.11.2, whichever is applicable:

**4.11.1** For purposes of calculating a Lump Sum, Applicable Interest Rate means:

- (1) The GATT Applicable Interest Rate through the date preceding the AT&T PPA Effective Date;
- (2) Effective on the AT&T PPA Effective Date through the date preceding AT&T Full PPA Effective Date, the AT&T Phase-in Applicable Interest Rate; and
- (3) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.11.2** For purposes of calculating a Single Life Annuity, or other annuity conversions where Actuarial Equivalent is used, Applicable Interest Rate means the GATT Applicable Interest Rate.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.12 SOUTHWEST PROGRAM.** Applicable Interest Rate means as set forth in Subsections 4.12.1 or 4.12.2, whichever is applicable:

**4.12.1** For purposes of calculating a Lump Sum, Applicable Interest Rate means:

- (1) The GATT Applicable Interest Rate through the date preceding the AT&T PPA Effective Date;
- (2) Effective on the AT&T PPA Effective Date through the date preceding AT&T Full PPA Effective Date, the AT&T Phase-in Applicable Interest Rate; and
- (3) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.12.2** For purposes of calculating a Single Life Annuity, or other annuity conversions where Actuarial Equivalent is used, Applicable Interest Rate means the GATT Applicable Interest Rate.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.13 MOBILITY BARGAINED PROGRAM.** Applicable Interest Rate means as set forth in Subsections 4.13.1, 4.13.2, 4.13.3 or 4.13.4, whichever is applicable:

**4.13.1 GENERAL RULE.** For all purposes except those set forth in Subsections 4.13.2, 4.13.3 or 4.13.4 hereof,

- (a) The GATT Applicable Interest Rate through the date preceding the AT&T Full PPA Effective Date; and
- (b) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest Rate.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.13.2 SNET FROZEN CORE PENSION BENEFIT.** Solely for purposes of calculating a Lump Sum of an SNET Transferred Participant's Frozen Core Pension Benefit pursuant to Supplement 4 of the Mobility Bargained Program, Applicable Interest Rate will mean the lesser of (a) 7.5% or (b) the GATT Applicable Interest.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.13.3 ANNUITY CONVERSIONS.** For purposes of calculating a Single Life Annuity, or other annuity conversions where Actuarial Equivalent is used, Applicable Interest Rate means the GATT Applicable Interest Rate.

Stability period is the calendar quarter in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the second calendar month preceding the first day of the stability period.

**4.13.4 MANDATORY CASH OUT.** For purposes of applying the mandatory cash out provisions of Section 13.5 of the Plan,

- (a) The GATT Applicable Interest Rate through the date preceding the Full AT&T PPA Effective Date; and
- (b) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest Rate.

For purposes other than determining the Statutory Applicable Interest Rate, stability period is the calendar quarter in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the second calendar month preceding the first day of the stability period.

**4.14 MOBILITY BARGAINED PROGRAM (SUPPLEMENT 1 – DISTRICT 1 PROGRAM).** Applicable Interest Rate means as set forth in Subsections 4.14.1, 4.14.2 or 4.14.3, whichever is applicable:

**4.14.1 GENERAL RULE.** For all purposes except those set forth in Subsection 4.14.2 or 4.14.3,

- (1) The GATT Applicable Interest Rate through the date preceding the AT&T PPA Effective Date;
- (2) Effective on the AT&T PPA Effective Date through the date preceding AT&T Full PPA Effective Date, the AT&T Phase-in Applicable Interest Rate; and
- (3) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest Rate.

For purposes other than determining the Statutory Applicable Interest Rate, stability period is the calendar quarter in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the second calendar month preceding the first day of the stability period.



**4.14.2 SNET FROZEN CORE PENSION BENEFIT.** Solely for purposes of calculating a Lump Sum of an SNET Transferred Participant's Frozen Core Pension Benefit pursuant to Supplement 4 of the Mobility Bargained Program, Applicable Interest Rate will mean the lesser of (a) 7.5% or (b) the GATT Applicable Interest Rate.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.14.3 ANNUITY CONVERSIONS.** For purposes of calculating a Single Life Annuity, or other annuity conversions where Actuarial Equivalent is used, Applicable Interest Rate means the GATT Applicable Interest Rate.

Stability period is the calendar quarter in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the second calendar month preceding the first day of the stability period.

**4.15 MOBILITY BARGAINED PROGRAM (SUPPLEMENT 2 – DISTRICT 9 PROGRAM).** Applicable Interest Rate means as set forth in Subsections 4.15.1 or 4.15.2, whichever is applicable:

**4.15.1** For purposes of calculating a Lump Sum, Applicable Interest Rate means:

- (1) The GATT Applicable Interest Rate through the date preceding the AT&T PPA Effective Date;
- (2) Effective on the AT&T PPA Effective Date through the date preceding AT&T Full PPA Effective Date, the AT&T Phase-in Applicable Interest Rate; and
- (3) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest Rate.

For purposes other than determining the Statutory Applicable Interest Rate, stability period is the calendar quarter in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the second calendar month preceding the first day of the stability period.

**4.15.2** For purposes of calculating a Single Life Annuity, or other annuity conversions where Actuarial Equivalent is used, Applicable Interest Rate means the GATT Applicable Interest Rate.

Stability period is the calendar quarter in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the second calendar month preceding the first day of the stability period.

**4.16 MOBILITY PROGRAM.** Applicable Interest Rate means as set forth in Subsections 4.16.1, 4.16.2, or 4.16.3, whichever is applicable:

**4.16.1** For purposes of calculating a Lump Sum, Applicable Interest Rate means:

- (1) The GATT Applicable Interest Rate through the date preceding the AT&T PPA Effective Date;
- (2) Effective on the AT&T PPA Effective Date through the date preceding AT&T Full PPA Effective Date, the AT&T Phase-in Applicable Interest Rate; and
- (3) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest Rate.

For purposes other than determining the Statutory Applicable Interest Rate, stability period is the calendar quarter in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the second calendar month preceding the first day of the stability period.

**4.16.2** For purposes of calculating a Single Life Annuity, or other annuity conversions where Actuarial Equivalent is used, Applicable Interest Rate means the GATT Applicable Interest Rate.

Stability period is the calendar quarter in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the second calendar month preceding the first day of the stability period.

**4.16.3 SNET FROZEN CORE PENSION BENEFIT.** Solely for purposes of calculating a Lump Sum of an SNET Transferred Participant's Frozen Core Pension Benefit pursuant to Supplement 4 of the Mobility Bargained Program, Applicable Interest Rate will mean the lesser of (a) 7.5% or (b) the GATT Applicable Interest Rate.

Stability period is the Plan Year in which the relevant event (such as Annuity Starting Date) occurs and the lookback period is the November preceding the first day of the stability period.

**4.17 WEST PROGRAM.** Applicable Interest Rate means as set forth in Paragraphs 4.17.1 or 4.17.2, whichever is applicable:

**4.17.1** For purposes of calculating a Lump Sum, Applicable Interest Rate means:

- (1) The GATT Applicable Interest Rate through the date preceding the AT&T PPA Effective Date;
- (2) Effective on the AT&T PPA Effective Date through the date preceding AT&T Full PPA Effective Date, the AT&T Phase-in Applicable Interest Rate; and
- (3) Effective on the AT&T Full PPA Effective Date, the Statutory Applicable Interest Rate.

Stability period means as defined in (i) or (ii) below:

- (i) unless otherwise specified in (ii), the Plan Year in which the relevant event (such as Annuity Starting Date) occurs; or

- (ii) for purposes other than determining the Statutory Applicable Interest Rate, for IBEW Local 1269 (Pacific Bell Directory) and IBEW Local 2139 (Pacific Bell Directory), the calendar quarter in which the relevant event (such as Annuity Starting Date) occurs.

Lookback period means as defined in (i) or (ii) below:

- (i) unless otherwise specified in (ii), the November preceding the first day of the stability period; or
- (ii) for purposes other than determining the Statutory Applicable Interest Rate, for IBEW Local 1269 (Pacific Bell Directory) and IBEW Local 2139 (Pacific Bell Directory), the second calendar month preceding the first day of the stability period.

**4.17.2** For purposes of calculating a Single Life Annuity, or other annuity conversions where Actuarial Equivalent is used, Applicable Interest Rate means the GATT Applicable Interest Rate.

Stability period means as defined in (i) or (ii) below:

- (i) unless otherwise specified in (ii), the Plan Year in which the relevant event (such as Annuity Starting Date) occurs; or
- (ii) for IBEW Local 1269 (Pacific Bell Directory) and IBEW Local 2139 (Pacific Bell Directory), the calendar quarter in which the relevant event (such as Annuity Starting Date) occurs.

Lookback period means as defined in (i) or (ii) below:

- (i) unless otherwise specified in (ii), the November preceding the first day of the stability period; or
- (ii) for IBEW Local 1269 (Pacific Bell Directory) and IBEW Local 2139 (Pacific Bell Directory), the second calendar month preceding the first day of the stability period.

2. Effective January 1, 2012, Subsection 5.1(3) of Article V of Supplement 9 "Actuarial Equivalent" of the Plan is amended by deleting the asterisk that appears in the table and by deleting the footnote that follows the table in its entirety and that, prior to its deletion by this Amendment, reads as follows:

"\*Applies to the Pension Band formula pursuant to Section 4.05 in order to determine the lump sum in accordance with section 417(e) of the Code only."

3. Effective December 31, 2012, Schedule A of Supplement 9, Actuarial Equivalent, of the Plan

is amended by deleting such Schedule in its entirety and replacing it with the following:

**SCHEDULE A OF SUPPLEMENT 9**

<b>Employee Groups</b>	<b>AT&amp;T PPA Effective Dates</b>	<b>AT&amp;T Phase-in Applicable Interest Rate</b>	<b>AT&amp;T Full PPA Effective Dates</b>
AT&T Core CWA Contract	January 1, 2012	Phase-in 1	January 1, 2015
AT&T Core IBEW Contract	January 1, 2012	Phase-in 1	January 1, 2015
<b>AT&amp;T Legacy Management Program</b>			
All Participants	January 1, 2012	Phase-in 1	January 1, 2015
<b>Bargained Cash Balance Program Unions/Bargaining Units</b>			
All Participants	Not Applicable	Not Applicable	Not Applicable
<b>Bargained Cash Balance Program #2 Unions /Bargaining Units</b>			
All Participants	Not Applicable	Not Applicable	Not Applicable
<b>East Program Unions/Bargaining Units</b>			
All Participants	Not Applicable	Not Applicable	Not Applicable
<b>Management Cash Balance Programs</b>			
All Participants	Not Applicable	Not Applicable	Not Applicable
<b>Midwest Program Unions/Bargaining Units</b>			
CWA District 4 (AT&T Midwest Core Contract)	January 1, 2012	Phase-in 1	January 1, 2015
CWA District 4 (SBC Global Services, Inc. (CPE))	January 1, 2012	Phase-in 1	January 1, 2015
IBEW Local 21 (AT&T Midwest Core Contract)	January 1, 2012	Phase-in 1	January 1, 2015
IBEW Local 21 (SBC Global Services, Inc.)	January 1, 2012	Phase-in 1	January 1, 2015
IBEW Local 58 (SBC Global Services, Inc.)	January 1, 2012	Phase-in 1	January 1, 2015
IBEW Local 134 (SBC Global Services, Inc.)	January 1, 2012	Phase-in 1	January 1, 2015
<b>Midwest Publishing Ventures Program</b>			
All Participants	January 1, 2012	Phase-in 1	January 1, 2015
<b>Mobility Bargained Program Unions/Bargained Units</b>			
CWA District 6 (AT&T Mobility Services, LLC)	January 1, 2013	Phase-in 2	January 1, 2013
CWA District 1 (AT&T Mobility Services, LLC)	January 1, 2012	Phase-in 1	January 1, 2015
CWA District 9 (AT&T Mobility Services, LLC)	January 1, 2012	Phase-in 1	January 1, 2015
<b>Mobility Program</b>			

Employee Groups	AT&T PPA Effective Dates	AT&T Phase-in Applicable Interest Rate	AT&T Full PPA Effective Dates
Management Participants	January 1, 2012	Phase-in 1	January 1, 2015
CWA Orange (AT&T Mobility Services, LLC)	January 1, 2012	Phase-in 1	January 1, 2015
CWA Black (AT&T Mobility Services, LLC)	January 1, 2012	Phase-in 1	January 1, 2015
<b>Nonbargained Program</b>			
All Participants	January 1, 2012	Phase-in 1	January 1, 2015
<b>Southeast Program Unions Bargaining Units</b>			
CWA District 3 (AT&T Southeast Core Contract)	January 1, 2012	Phase-in 1	January 1, 2015
CWA District 3 (AT&T Billing Southeast, LLC)	January 1, 2012	Phase-in 1	January 1, 2015
CWA District 3 (BellSouth Telecommunications, LLC (Internet Services))	January 1, 2012	Phase-in 1	January 1, 2015
All Other Participants	January 1, 2012	Phase-in 1	January 1, 2015
<b>Southeast Management Program</b>			
All Participants	January 1, 2012	Phase-in 1	January 1, 2015
<b>Southwest Program Unions/Bargaining Units</b>			
CWA District 6 (AT&T Southwest Core Contract)	January 1, 2012	Phase-in 1	January 1, 2015
All Other Participants	January 1, 2012	Phase-in 1	January 1, 2015
<b>West Program Unions/Bargaining Units</b>			
CWA District 9 (AT&T West Core Contract)	January 1, 2012	Phase-in 1	January 1, 2015
IBEW Local 1269 (Pacific Bell Telephone Company)	January 1, 2012	Phase-in 1	January 1, 2015
TIU (Pacific Bell Telephone Company)	January 1, 2012	Phase-in 1	January 1, 2015

<b>AT&amp;T Phase-in</b>	
Phase-in 1	Year 1 – 25% Unblended PPA Interest Rate and 75% GATT Applicable Interest Rate
	Year 2 – 50% Unblended PPA Interest Rate and 50% GATT Applicable Interest Rate
	Year 3 – 75% Unblended PPA Interest Rate and 25% GATT Applicable Interest Rate
Phase-in 2	The Statutory Applicable Interest Rate

4. Effective January 1, 2012, the following new Appendix B, 2012 Cash Balance Credit, is added to the East Program:

**APPENDIX B  
2012 CASH BALANCE CREDIT**

Years of Pension Calculation Service Completed as of First Day of Month																				
Pay	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
0	15	30	46	63	80	0	15	34	53	72	0	14	35	57	0	0	0	3	29	0
20000	17	34	50	68	86	4	23	43	63	83	5	27	50	73	0	0	0	24	51	0
22500	6	25	44	63	83	4	25	47	69	92	0	16	41	68	0	0	0	5	36	0
25000	21	41	62	83	105	3	27	51	76	101	3	30	58	87	0	0	0	12	45	0
27500	10	32	55	79	103	3	29	55	82	110	14	44	75	107	0	0	0	18	55	0
30000	24	48	73	99	125	2	30	59	89	119	1	34	67	101	0	0	0	25	65	0
32500	14	40	66	94	123	2	32	63	95	128	13	48	84	121	0	0	0	32	75	0
35000	39	69	99	129	161	19	53	88	124	160	0	38	78	120	0	0	0	24	72	0
37500	43	76	110	145	181	18	57	96	137	178	22	66	112	159	0	0	0	37	92	0
40000	47	83	121	161	201	17	60	104	150	196	20	69	120	173	0	0	0	50	112	0
42500	50	91	133	176	221	17	64	113	163	214	18	73	129	187	0	0	0	39	106	0
45000	54	98	144	192	240	16	68	121	176	232	16	76	138	202	0	0	0	52	126	0
47500	57	106	156	207	260	40	96	154	214	275	14	79	147	216	0	0	0	65	145	0
50000	61	113	167	223	280	39	100	162	227	293	12	83	155	230	0	0	0	53	140	0
52500	64	121	178	238	300	38	103	171	240	311	35	111	189	269	0	0	0	66	159	0
55000	31	90	151	214	278	45	113	184	257	331	34	113	195	280	0	0	0	68	166	0
57500	73	135	198	264	332	51	123	197	273	351	32	116	201	290	0	0	0	71	173	0
60000	74	139	206	274	345	43	119	196	276	358	18	106	196	288	0	0	0	88	196	0
62500	56	124	193	265	338	39	117	198	281	366	30	120	214	310	0	0	0	75	187	0
65000	39	109	181	255	331	60	141	225	311	399	41	135	232	332	0	0	0	87	203	0
67500	31	104	178	255	335	42	126	213	302	394	39	137	238	342	0	0	0	89	210	0
70000	23	98	176	256	338	48	136	226	319	414	38	140	244	352	0	0	0	92	217	0
72500	15	93	173	256	342	55	146	239	335	434	37	142	250	362	0	0	0	94	224	0
75000	31	112	196	282	370	61	155	252	352	454	35	144	257	372	0	0	0	96	230	0
77500	14	97	183	272	363	57	154	254	357	462	47	159	275	394	0	0	0	108	247	0
80000	31	117	206	297	392	64	164	267	373	482	45	161	281	404	0	0	0	110	253	0
82500	23	112	203	298	395	70	174	280	390	502	44	164	287	414	0	0	0	113	260	0

85000	30	122	216	313	413	66	172	282	394	510	55	178	305	436	0	0	0	125	276	0
87500	22	116	213	313	417	73	182	295	411	530	54	181	311	446	0	0	0	127	283	0
90000	39	136	236	339	445	79	192	308	427	550	52	183	318	456	0	0	0	129	290	0
92500	31	130	233	339	448	86	202	321	444	570	51	185	324	466	0	0	0	131	297	0
95000	38	141	246	355	466	82	200	323	449	578	62	200	342	488	0	0	0	143	313	0
97500	30	135	243	355	470	88	210	336	465	598	61	202	348	498	0	0	0	146	320	0
100000	47	155	266	380	498	95	220	349	482	618	59	205	354	508	0	0	0	148	327	0
102500	29	140	254	371	491	91	219	351	486	626	71	219	372	530	0	0	0	160	343	0
105000	46	159	276	396	520	97	228	364	503	646	69	222	379	540	0	0	0	162	350	0
107500	38	154	273	396	523	79	213	352	494	641	68	224	385	550	0	0	0	164	357	0
110000	46	164	286	412	541	100	237	378	524	674	54	214	378	547	0	0	0	151	348	0
112500	38	159	284	412	545	106	247	392	541	694	78	241	409	582	0	0	0	154	355	0
115000	54	178	306	438	573	88	231	380	532	689	76	243	415	592	0	0	0	181	386	0
117500	46	173	303	438	576	94	241	393	549	709	75	246	421	603	0	0	0	183	393	0
120000	54	183	316	453	594	90	240	394	554	717	61	235	415	599	0	0	0	170	384	0
122500	46	178	314	454	598	97	250	407	570	737	85	263	446	634	0	0	0	172	391	0
125000	62	197	336	479	626	103	259	421	586	757	84	265	452	645	0	0	0	175	398	0
127500	45	182	324	469	619	99	258	422	591	765	70	255	445	641	0	0	0	187	414	0
130000	62	202	346	495	648	106	268	435	608	785	68	257	451	651	0	0	0	189	421	0
132500	54	196	344	495	651	112	278	448	624	805	92	284	482	686	0	0	0	191	428	0
135000	61	207	356	510	669	108	277	450	629	813	78	274	476	683	0	0	0	203	444	0
137500	53	201	354	511	673	114	286	463	646	833	77	276	482	693	0	0	0	206	451	0

5. Effective January 1, 2012, Supplement 3, Commissioned Advertising Sales Employee – Basic Benefit Credits for Certain Employees, of the Southeast Program under the Plan is amended by deleting such Supplement in its entirety and replacing it with the following:

### **SUPPLEMENT 3**

## **COMMISSIONED ADVERTISING SALES EMPLOYEES – BASIC BENEFIT CREDITS FOR CERTAIN EMPLOYEES**

### **I. SCOPE**

**SCOPE.** This Supplement will apply to the following groups of Program Participants who are employed as Commissioned Advertising Sales Employees by BellSouth Advertising and Publishing Company in the job titles listed in Section III of this Supplement. These Program Participants will receive credit as set forth in Section II of this Supplement in addition to the Pension Band Credit described in Subsection 7.6 of the Southeast Program.

### **II. PENSION BAND CREDITS**

- 2.1 **DIRECTORY ADVERTISING SALES REPRESENTATIVE (P1, P-S AND P-NS WAGE SCALES ONLY).** Effective January 1, 2012, in addition to the Basic Benefit Credits described in Subsection 7.6 of the Program, the Cash Balance Accounts of these Program Participants will be credited with an additional credit equal to 6% of any commissions paid for the Plan Year.
- 2.2 **MAJOR ACCOUNTS REPRESENTATIVE (M1, M1A, M-S AND M-NS WAGE SCALES ONLY).** Effective January 1, 2005, in addition to the Basic Benefit Credit described in Subsection 7.6 of the Program, the Cash Balance Accounts of these Program Participants will be credited with an additional credit equal to 6% of any commissions paid for the Plan Year.
- 2.3 **DIRECTORY-TELEPHONE SALES REPRESENTATIVE (T1A, T1B, T-S, AND T-NS WAGE SCALES ONLY).**
  - 2.3.1 Effective January 1, 2012, in addition to the Basic Benefit Credits described in Subsection 7.6 of the Program, the Cash Balance Accounts of these Program Participants will be credited with an additional credit equal to 6% of any commissions paid for the Plan Year.
- 2.4 **CYBER REPRESENTATIVE (SR, C-S, AND C-NS WAGE SCALES ONLY).** Effective January 1, 2012, in addition to the Basic Benefit Credit described in Subsection 7.6 of the Program, the Cash Balance Accounts of these Program Participants will be credited with an additional credit equal to 6% of any commissions paid for the Plan Year.
- 2.5 **DIRECTORY SPECIAL ACCOUNT REPRESENTATIVE (DSAR-S WAGE SCALE ONLY).** Effective January 1, 2012, in addition to the Basic Benefit Credit described in Subsection 7.6 of the Program, the Cash Balance Accounts of these Program Participants will be credited with an additional credit equal to 6% of any commissions paid for the Plan Year.



NOW THEREFORE, this Amendment to the YP Pension Benefit Plan is hereby adopted and executed this 26 day of December 2012 to be effective on the dates indicated above.

A handwritten signature in cursive script, appearing to read "Robert Hanley", written over a horizontal line.

Robert Hanley  
Authorized Signatory  
YP Holdings LLC