

FRONTIER COMMUNICATIONS 401(k) SAVINGS PLAN

Summary Plan Description

October 25, 2014

For Employees who Transferred from
The Southern New England Telephone Company or its Affiliates and
CWA 1298 Represented Employees

TO OUR EMPLOYEES

Frontier Communications Corporation (the “Company”) sponsors the Frontier Communications 401(k) Savings Plan (the “Plan”) so that you and other employees of the Company and its participating affiliates may save for retirement on a “before-tax” or “after-tax” basis.

This document is called a Summary Plan Description (“SPD”). Its purpose is to explain your rights under the Plan. You are urged to read this SPD carefully and to acquaint your family or beneficiaries with the Plan. You should retain a copy of this SPD for future reference.

This SPD applies only to (i) employees who transferred employment to the Company or a participating affiliate in connection with the closing of the Company’s acquisition of The Southern New England Telephone Company (SNET) and related businesses (the “Transaction”) and (i) employees who are members of CWA 1298 hired after the effective date of the Transaction (“CWA 1298 Represented Employees”).

This SPD has been prepared as accurately as possible to reflect provisions of the Plan as of October 25, 2014. The SPD outlines the Plan, which is a complex and technical legal document. In the event of any difference between the SPD and the Plan, the terms of the Plan will control.

This SPD constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933. The prospectus relates to 750,000 shares of Company common stock (\$0.25 par value per share) and an indeterminate amount of Plan interests to be offered pursuant to the Plan. Neither the Securities and Exchange Commission nor any state securities commission has approved or passed upon the adequacy or accuracy of the prospectus. Prior to investing through the Plan, you should carefully review the entire prospectus.

FRONTIER COMMUNICATIONS CORPORATION

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1. Overview of the Plan

<i>Type of Plan</i>	The Plan is a type of profit-sharing retirement plan known as a “401(k)” plan. This means that you may elect to defer part of your compensation and have the Company contribute the deferred amount to the Plan instead of receiving it in your paychecks. The Company may also make Matching Contributions, as explained in Section 7.
<i>Your Accounts</i>	Your contributions and any Company contributions made for you are placed in accounts in your name. Your accounts are invested in certain investment funds, Company common stock or AT&T common stock. Any investment earnings are allocated to the accounts.
<i>Your Benefits</i>	Your benefits from the Plan are the vested amounts in your accounts. When you leave the Company and become eligible for benefit payments, the trustee will make the payments in the form you choose until you have received the full amount owed to you from your accounts. The amount in your accounts will largely depend on the amount of your deferrals, the amount of Company matching and other contributions, if applicable, and the investment performance of your Company common stock, AT&T Shares Fund, if applicable, and the investment funds.
<i>Tax Deferral</i>	Except in the case of after-tax contributions (including Roth contributions), you will not be subject to current Federal income tax on the amounts contributed to the Plan. (Your employee contributions will, however, be treated as taxable “wages” for purposes of Social Security and Medicare taxes, and may be subject to state income taxation, depending on applicable state law.) In addition, you will not be taxed on the investment earnings credited to your accounts (whether or not the contributions were after-tax) until these amounts are actually distributed to you from your accounts. Your investment earnings credited to Roth contributions are not taxable if they are paid to you in a qualified distribution. See Section 5.

2. How to Become a Participant in the Plan

<i>Eligibility</i>	<p>If you were a participant in the AT&T Retirement Savings Plan (ARSP) or the AT&T Savings and Security Plan (ASSP) as of the effective date of the Transaction (the “Merger Date”), and your employment transferred to the Company or a participating affiliate in connection with the Company’s acquisition of SNET and related businesses, you will begin to participate in the Plan as of the day after the Merger Date unless you were on short-term disability or a disability leave of absence on the Merger Date.</p> <p>If you were a participant in the ARSP or ASSP who was on short-term disability or a disability leave of absence on the Merger Date, you will begin</p>
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to participate in the Plan with respect to employee contributions and Matching Contributions as of your return to active work with the Company or a participating affiliate after the Merger Date. However, your accounts under the ARSP generally will not transfer to the Plan until the end of the month following the month you return to active work. Your accounts under the ARSP or ASSP will remain invested under the ARSP or ASSP during this time and they will not be available for loans, withdrawals or distributions under the Plan until they are transferred to the Plan.

If you are a CWA 1298 Represented Employee who is hired after the Merger Date, you will become a participant in the Plan immediately upon your hire as an eligible employee.

You are not eligible to participate in the Plan if:

- You are a temporary employee (that is, you were hired for a position that is not permanent and is not expected to continue for more than one year) or you are a “leased” employee;
- You are a per diem or casual worker (that is, you were hired to work on an “as needed” basis);
- You are a scholarship student (that is, you are performing services for the Company as part of the Frontier Scholarship Program);
- You are a union employee and your collective bargaining agreement does not provide for participation in the Plan;
- You are employed by an affiliate of the Company which has not adopted the Plan for the benefit of its employees; or
- You are not on the Company’s payroll, or you are classified as an independent contractor (even if an agency or court later determines that your relationship to the Company was that of a common law employee).

*Participating
Affiliates*

All of the Company’s subsidiaries in which the Company has at least an 80% ownership interest are participating employers in the Plan. Mohave Cellular, L.P. is also a participating employer.

3. How Your Service is Counted

Period of Service

Your “period of service” means your total period of employment with the Company or a participating affiliate (including any periods that are required by law to be credited to you for your period of military service), beginning on the day you first complete an hour of service and ending on your “severance from service.” If you were a participant in the ASSP and/or ARSP on the Merger Date and your account was transferred to the Plan, your period of service will include your service with SNET and affiliates credited under the ASSP and/or ARSP. Your “severance from service” means the

day you quit, retire, are discharged, or die (or, if earlier, the day on which you have not performed an hour of service for one year).

Credit for Service Before a Break in Service

If you terminate employment with no vested benefit under the Plan, your service before a period of consecutive one-year breaks in service (see below) is ignored in computing your period of service if the number of consecutive one-year breaks in service equals or exceeds the greater of five or your period of service before the breaks in service.

Break in Service

A break in service is a continuous one-year period, beginning on your severance from service, during which you are not employed by the Company. If you are absent from work for maternity or paternity reasons, the one-year period beginning on the first anniversary of the first date of your absence does not constitute a break in service. An absence from work for maternity or paternity reasons means an absence caused by pregnancy or childbirth, placement, or adoption of a child, or child care immediately following birth or adoption.

Participation After Reemployment

If you terminate employment after becoming a participant, you will again become a participant upon your rehire. If you terminate employment before becoming a participant, you will become a participant on the first day of the month after you satisfy the eligibility requirements described above.

4. 24-Hour Telephone and Website Access

Plan records are administered by Fidelity. You can access information about the Plan and your accounts – including your investment performance, account balance, loan information, current investment elections, and recent activity – by either:

- calling the Fidelity Retirement Benefits Line at [1-800-835-5095](tel:1-800-835-5095); or
- visiting Fidelity’s website at [www.401\(k\).com](http://www.401(k).com).

Initiating Transactions

You can also use the 24-hour telephone line or website to do any of the following:

- change your employee contribution elections;
- change how your existing account balance is invested;
- change the investment mix of future contributions;
- apply for a withdrawal or distribution;
- apply for a hardship distribution;
- apply for a loan; or
- change your Personal Identification Number (PIN).

If you prefer, you may also obtain information or make these changes with a Fidelity representative during business hours at the above telephone number.

5. Employee Contributions

Types of Employee Contributions

You contribute to the Plan through payroll deductions. You may contribute up to (i) 50 percent of your compensation each payroll period if you were a participant in the ARSP on the Merger Date or you are a CWA 1298 Represented Employee hired after the Merger Date, or (ii) 30 percent of your compensation each payroll period if you were a participant in the ASSP on the Merger Date.

Your contributions may be made in 1 percent increments: up to 6 percent as a Basic Contribution, and the remainder (up to 44% or 24% of your compensation, as applicable) as Supplementary Contribution. Your total Contributions may not exceed the limits in the “Limits on Contributions” section below.

Once eligible, you receive Company Matching Contributions on your Basic Contributions. Your Supplementary Contributions do not receive Company Matching Contributions. (See Section 7 for more information.) Your Contributions may be Before-tax Contributions, After-tax Contributions, Roth Contributions or a combination of any of these. Carefully consider your financial needs and talk with your financial adviser before you elect to contribute.

Before-tax Contributions

Your Before-tax Contributions are deducted from your paycheck before income taxes are withheld. These Contributions are included in your taxable income when distributed to you from the Plan. By law, your Before-tax Contributions cannot exceed an annual limit (see the “Limits on Contributions” section below). Note that you pay Social Security taxes on your Before-tax Contributions.

You can elect for your Before-tax Contributions that exceed an annual limit to be converted to After-tax Contributions unless you elect to stop your Before-tax Contributions. This is called a spillover election.

After-tax Contributions

Your After-tax Contributions are deducted from your paycheck after withholding applicable income taxes. These Contributions are included in your taxable income. Your After-tax Contributions are not taxable when paid to you from the Plan. However, the earnings on these Contributions are taxable when paid to you from the Plan.

Roth Contributions

You may also make Basic and/or Supplementary Contributions to a Roth account in the Plan (Roth Contributions). Although you make Roth Contributions on an after-tax basis (meaning after income taxes are withheld), they are subject to the Before-tax Contributions limits (see “Limits on Contributions” below). You may withdraw earnings on your Roth Contributions tax-free if it has been at least five tax years since your first Roth Contribution and you are at least 59½ years old or Disabled.

Consider making Roth Contributions if you:

- Have the ability and time to accumulate tax-free earnings;
- Are not eligible for a Roth IRA but want a pool of tax-free money available for retirement; or
- Want to leave tax-free money to your beneficiaries.

How to Make Contribution Elections

Using Fidelity's Retirement Benefits Line or website, you may elect to defer a portion of your compensation as Before-Tax Contributions, After-Tax Contributions or Roth Contributions. If you had contribution elections in effect under the ARSP or ASSP on the Merger Date, these elections have been transferred to the Plan. However, any spillover election you had under the ARSP or ASSP will not transfer to the Plan. You can establish a spillover election under the Plan by calling the Fidelity Retirement Benefits Line or using Fidelity's website.

Changing, Stopping, or Resuming Contributions

You may change your employee contribution percentage or stop or resume your employee contributions at any time by calling the Fidelity Retirement Benefits Line or using Fidelity's website. Your instructions will be implemented as soon as administratively feasible following receipt of your instructions.

Limits on Contributions

Federal law limits the combined total of your Before-tax Contributions and Roth contributions in a calendar year. The limit is \$17,500 for 2014 and \$18,000 for 2015. The Internal Revenue Service (IRS) may increase the limit in future years for inflation. The Company may limit employee contributions for highly paid employees to ensure that IRS nondiscrimination tests are met.

If your before-tax and Roth contributions under all 401(k) plans exceed the dollar limit in one calendar year (January 1 through December 31), the excess amount will be included in your taxable income for the year of the deferral. The excess amount will also be taxed again in the year it is distributed to you if it is not withdrawn by April 15 of the following year. To receive a distribution before April 15, you should contact the Plan Administrator by March 1.

The Company will attempt to make sure that your Before-tax and Roth contributions to the Plan do not exceed the dollar limit. However, if you participate in a 401(k) plan or an elective deferral simplified employee plan (“SEP”) of another employer, the dollar limit applies to the total deferral contributions to both plans. Also, if you participate in a tax-sheltered annuity plan of another employer, there is an increased combined limit that applies to deferrals to the Plan and the tax-sheltered annuity. You will want to monitor your employee contributions so that you do not exceed the dollar limit.

6. Catch-up Contributions

If you will be at least 50 years old by the end of the plan year and you make the maximum amount of Before-tax or Roth Contributions allowed under the Plan (see Section 5), you may make additional Before-tax or Roth Contributions as “Catch-up Contributions.” The law allows up to a certain amount of Catch-up Contributions in any plan year. The limit is \$5,500 for 2014 and \$6,000 for 2015. The IRS may increase the limit in future years for inflation.

Catch-up Contributions are not eligible for Matching Contributions.

7. Company Matching Contributions

To give you an incentive to defer a portion of your compensation, the Company will make “Matching Contributions” based on the amount of your Basic Contributions. You will be eligible for Matching Contributions immediately if you were eligible for Matching Contributions under the ARSP or ASSP. If you are a CWA 1298 Represented Employee who was not eligible for Matching Contributions under the ARSP or ASSP, you will be eligible for Matching Contributions after the completion of one year of service.

The Company will contribute 80¢ for each \$1 of your Basic Contributions. However, no Matching Contributions will be made for Supplementary Contributions or Catch-up Contributions (i.e., employee contributions in excess of 6% of your compensation). The Company will make all Matching Contributions in cash.

Investment

Matching Contributions will be invested in accordance with your election. Matching Contributions are made as soon as administratively feasible after the employee contributions to which they relate and are credited to your “Matching Contribution account.”

Example

Here is an example of how Matching Contributions work:

If your compensation for the year is \$30,000 and you defer 10% of your compensation, your total employee contribution is \$3,000. Your employee contributions up to 6% of your compensation (\$1,800) qualify for a Matching Contribution at the rate of 80¢ for each \$1 of employee contributions, for a total Matching Contribution of \$1,440.

8. Compensation

The compensation from the Company used in figuring the amount of the Company's contributions (including employee contributions) on your behalf will be determined in the same manner as under the ARSP or ASSP immediately before the Merger Date. Generally, compensation includes your basic wage, certain lump sum awards and most incentive compensation, as determined from the Company's payroll records. Overtime and other categories of pay are excluded. The Plan text contains a complete description of compensation for all participants and additional rules and requirements regarding the determination of your compensation.

Federal law requires the Plan to limit the amount of an employee's compensation during a Plan year that may be used in figuring the amount of the Company's contributions (including employee contributions) on behalf of an employee under the Plan. The limit is \$260,000 for 2014 and \$265,000 for 2015. The IRS may increase the limit in future years for inflation.

9. Rollovers and Trust-to-Trust Transfers

*Rollovers from
Eligible Employer
Plans*

If you receive an "eligible rollover distribution" from an eligible retirement plan of a prior employer, you may be eligible to roll over that distribution to the Plan. An eligible retirement plan means any of the following types of plans:

- a qualified plan (other than after-tax contributions);
- a Section 403(b) tax-sheltered annuity account (other than after-tax contributions); or
- a Section 457 plan maintained by a governmental employer.

An eligible rollover distribution does not include a hardship distribution, a single life or joint and survivor annuity, installment distributions paid over a period of 10 or more years, installment distributions paid over your life expectancy or the joint life expectancy of you and your beneficiary, or required minimum distributions.

An eligible rollover distribution may be rolled over in either of two ways. Either the distribution may be paid directly to the Plan by the other plan in a

“direct rollover,” or the other plan may pay the distribution to you (subject to any applicable withholding tax), and you will have 60 days after you receive it to contribute it to the Plan.

Rollovers from IRAs You may also roll over to the Plan the portion of a distribution from an IRA that would otherwise be taxable to you and that is eligible to be rolled over.

Trust-to-Trust Transfers If you were a participant in a qualified retirement plan of a prior employer with which the Company entered into a corporate transaction resulting in your becoming an employee of the Company, your account in the prior employer's qualified plan may have been transferred to this Plan in a “trust-to-trust transfer.” A “trust-to-trust transfer” means that the trustee of one qualified retirement plan transfers account assets attributable to one or more participants directly to the trustee of another qualified retirement plan.

Any amount you roll over is placed in your “rollover account.” Any amount transferred on your behalf in a trust-to-trust transfer is placed in your “transferred account.” More information regarding rollovers and trust-to-trust transfers is available from the Plan Administrator.

10. Vested Interest in Your Accounts

Vesting Rules The term “vested” refers to the amount in your accounts that cannot be taken away from you regardless of the reason or time that you leave the Company. The following rules are used to determine if you are “vested”:

- You are always 100% vested in your employee contribution accounts (before-tax, after-tax and Roth), and rollover accounts.
- Amounts in your Matching Contribution account are 100% vested if you attain your Normal Retirement Age, become permanently disabled, or die while employed by the Company. (You are “permanently disabled” if you have qualified for and are receiving long-term disability benefits from the Company.)
- If you have completed three years of service as of the Merger Date, you are fully vested in your Matching Contributions transferred to the Plan from the ARSP or the ASSP, as well as your Matching Contributions credited under the Plan after the Merger Date.
- If you are a CWA 1298 Represented Employee who has not completed three years of service as of the Merger Date, and you leave the Company (for a reason other than permanent disability or death) before attaining your Normal Retirement Age, you are fully vested after three years of service in your Matching Contribution account.
- If you are not a CWA 1298 Represented Employee and you leave the Company (for a reason other than permanent disability or death) before attaining your Normal Retirement Age, and you have not

completed three years of service as of the Merger Date, vesting of your Matching Contribution account with respect to Matching Contributions and related earnings credited after the Merger Date is determined as follows:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than 2	0%
2	0%
3	60%
4	80%
5 or more	100%

- Transferred Accounts* Generally, your Matching Contributions and nonelective contributions made under the ASSP and/or ARSP before the Merger Date are fully vested after three years of service. You may have a different vesting schedule that applies to some or all of your account that relates to amounts transferred from another plan to the ASSP and/or ARSP. Please call the Fidelity Retirement Benefits Hotline for more information.
- Year of Vesting Service* You will receive a “year of vesting service” for each 12-month period of service beginning on your first day of employment.
- Normal Retirement Age* Your Normal Retirement Age is your 65th birthday.
- Forfeitures* The portion of your Matching Contribution account (or if applicable, Transferred Accounts) in which you are not vested is “forfeited.” The forfeiture will occur on the date you receive a distribution of your vested benefits (or the end of the Plan year in which you have five consecutive one-year breaks in service (see Section 23), if earlier). Any forfeitures from your accounts will be used to pay administrative expenses of the Plan, to reduce the amount of the Company’s Matching Contributions which the Company may make for the Plan year in which the forfeiture occurs.
- Employees of Acquired Businesses* Individuals who worked for SNET or another business when that business was acquired by Frontier may receive vesting credit for the time they worked for that business before the acquisition.
- Employees of Sold Divisions* In some cases where a division of the Company is sold, the Company’s Board of Directors or Retirement Committee may determine that the accounts of employees who are transferred to the buyer will become fully vested.

11. Investment of Your Accounts

Investment Choices

You may direct the investment of contributions to your accounts in different investment funds made available by the trustee. Your ability to invest in the Company Common Stock Fund is subject to certain conditions and limitations and the AT&T Shares Fund is closed to new investments. Information regarding the available investment funds, including prospectuses, and on the conditions and limitations that apply to participants' investments in the Company Common Stock Fund, may be obtained by calling the Fidelity Retirement Benefits Line or accessing Fidelity's website.

If you do not make an investment election, contributions to your account will be invested in a stable value fund.

Notwithstanding anything in this SPD or in any other communication from the plan administrator or other plan fiduciary to the contrary, the prospectus for the plan (including related supplements and information incorporated into the prospectus and supplements by reference) is NOT incorporated by reference into this SPD or any other communication from the plan administrator or any other plan fiduciary (including the benefits administrator). The plan administrator and the other plan fiduciaries (when acting in a fiduciary capacity with respect to the plan) do not make any representations regarding any information in the prospectus for the plan (including any related supplements and any information incorporated into the prospectus or supplements by reference).

Election Changes

You may change your investment election at any time using the Fidelity Retirement Benefits Line or Fidelity's website. Your change in investment election may apply to future contributions, amounts already invested, or both.

Self-Directed Brokerage Option

An optional self-directed brokerage feature called Fidelity BrokerageLink is also available for participants (a set-up fee and annual account fee applies). This feature allows you to invest your retirement savings in a wide range of mutual funds through Fidelity Brokerage Services, LLC and exchange traded funds (ETFs). The Plan does not permit investment in individual securities. Please note that your current investments in BrokerageLink, including any holdings in individual securities acquired under the ARSP will be maintained in the Plan. However, you will not be permitted to purchase any additional individual securities under the Plan. Additional information may be obtained by calling Fidelity's toll-free number.

Diversification Election You may elect at any time to transfer all or a portion of your Matching Contribution account which is invested in Company common stock to any of the other investment options available under the Plan (unless you are a union participant and your collective bargaining agreement does not permit the Company to make this change).

AT&T Shares Fund The AT&T Shares Fund is a “real-time traded” stock fund under the Plan. Trading stock in a real-time environment means that trades are immediately sent to the market for execution.

The AT&T Shares Fund is frozen to new contributions or to incoming exchanges. Only withdrawals from this fund, such as outgoing exchanges, will be permitted. Dividends payable to you with respect to the AT&T Shares Fund will be invested according to your investment elections for your future contributions.

Miscellaneous The Plan is intended to meet the requirement of ERISA Section 404(c) and its regulations. Under these rules, Plan fiduciaries may be relieved of liability for losses that are a direct and necessary result of participants’ and beneficiaries’ investment instructions.

12. Company Stock Fund

Voting You are entitled to direct the trustee as to the voting rights of Company common stock allocated to your account. These voting rights are the same as if you owned shares of Company common stock outside the Plan.

If you fail to give timely voting instructions for some or all of the shares in your account according to the procedures established by the Plan Administrator, the trustee will vote your shares in the same ratio that it votes the other shares in the trust pursuant to the directions of other participants.

If there is a tender or exchange offer for Company common stock, you are entitled to provide instructions as to whether to sell the shares in your account. If you fail to give timely instructions, the trustee will keep your shares invested in Company common stock.

You are not entitled to direct the Trustee as to any voting or similar rights relating to investments in your account other than Company common stock.

Confidentiality The Plan Administrator maintains information relating to the purchase, holding, and sale of Company Stock, and the exercise of voting, tender and similar rights with respect to Company Stock, by participants and beneficiaries in accordance with procedures designed to safeguard the confidentiality of that information.

The Plan Administrator will limit access to information relating to your

purchase, holding, or sale of Company Stock and your exercise of voting, tender, and similar rights relating to Company Stock to those Plan representatives who need access to that kind of information to carry out the administration of the Plan. Access to such information will be provided to persons other than such Plan representatives only if the Plan Administrator provides written authorization that sets forth the reason access to the information is necessary, the specific items of information that may be obtained, and the appropriate provisions for safeguarding the confidentiality of the information. Except as provided above, under no circumstances will confidential information be made available or disclosed to the Company, its officers, directors, employees or affiliates, except to the extent necessary to comply with federal or state law.

The Plan Administrator will notify the Trustee, recordkeeper, transfer agent, and any other person with access to the protected information that they are prohibited from disclosing the information to any person without first obtaining the Plan Administrator's written authorization to make such a disclosure. The Plan Administrator will periodically audit compliance with this policy in such manner and at such times as the Plan Administrator determines to be appropriate.

The Plan Administrator is responsible for monitoring compliance with the procedures, for ensuring that they are sufficient to safeguard the confidentiality of the information described above, and such procedures are being followed.

If the Plan Administrator determines that a situation exists that involves a potential for undue Company influence on participants with regard to the direct or indirect exercise of shareholder rights it will appoint an independent fiduciary to carry out these functions.

13. Valuation and Adjustment of Your Accounts

The trustee will calculate the value of your accounts as of each business day (“valuation date”). However, the valuation date for certain assets that cannot be valued on a daily basis is the last business day of each month in the Plan year. The value of your accounts is the total of your investments in Company common stock and each of the investment funds. Other than the various types of contributions that are credited to your accounts, the following events will also change the value of your accounts:

- (a) Distributions. If you receive a distribution or withdrawal, the account or accounts from which it is made are reduced by the amount of the distribution.

- (b) Investment Results. As of each valuation date, the trustee will calculate the value of investment funds, the Company common stock and the AT&T Shares Fund. You should note that the value may increase or decrease and your accounts will be adjusted accordingly. You will receive a quarterly statement that will state both the value of your interest in each investment fund and the total value of your accounts, including your Company common stock and the AT&T Shares Fund.
- (c) Expenses. All Investment management fees, brokerage commissions, stock transfer fees, and other expenses incurred in the purchase and sale of securities are paid by the funds to which they relate and accounts are charged with their share of Plan administration expenses that are paid by the Plan, unless the Company in its discretion elects to pay such fees, costs, or expenses.

*Annual Fee for Self
Brokerage Option*

If you invest some or all of your account using the Fidelity BrokerageLink self-directed brokerage window feature, the applicable quarterly fee will be deducted from your core account investments.

- (d) Loans. If you receive a loan, the account or accounts from which it is made will be reduced by the amount of the loan. In addition, the Plan may impose a loan origination fee, which will be deducted from the amount of the loan or from your accounts, and a quarterly loan maintenance fee, which will be deducted from your accounts. Your account or accounts will be increased as you make payments of principal and interest on the loan.
- (e) Forfeitures. If you resign or are dismissed before you are fully vested, you will not get the full amount in your accounts. The portion of your accounts in which you are not vested is “forfeited” and used to pay administrative expenses of the Plan or reduce the Company’s Matching Contributions (or other Company contributions) as described in Section 10.

When your active participation in the Plan ends, you will no longer share in the Company’s contributions. However, as long as you have not yet received the full amount in your vested accounts, your accounts will still be adjusted for expenses, investment earnings, gains and losses, and distributions.

All distributions and withdrawals are based on the market value of assets in your account as of the valuation date immediately preceding the date your distribution or withdrawal request is processed.

14. Distribution of Benefits Following Retirement or Other Severance from Employment

You are entitled to the vested amount in your accounts if you leave the Company for any reason. (See Section 10 for an explanation of vesting.)

Automatic Distributions

If your vested account balance (including your rollover account, if any) is \$1,000 or less, your entire vested account will be distributed to you no later than 12 months following your termination of employment. You do not have the option of maintaining your accounts in the Plan. If your vested account balance exceeds \$1,000 when you terminate employment, but the Plan Administrator later determines that it has dropped to \$1,000 or less, your entire vested account will be distributed to you at that time.

Vested Accounts Above \$1,000

If your vested account balance exceeds \$1,000, you have the following options:

- You may request an immediate distribution of your entire vested account
- You may leave the entire account in the Plan, or request an immediate distribution of only part of your vested account and leave the rest in the Plan. In either case, you may from time to time thereafter request a distribution of additional amounts from your vested account balance, or request a distribution of the entire remaining vested balance.

Your benefits will be paid as soon as administratively feasible after you request the distribution, but in no case later than your required beginning date (see below).

Full Distribution by “Required Beginning Date”

Once you retire or otherwise terminate employment, your entire remaining vested account balance will be distributed to you no later than your “required beginning date,” which is the April 1 after the calendar year in which you attain age 70½ (or retire, if later). You do not have the option of keeping any portion of your account in the Plan beyond that date.

Rollovers

Whether or not your vested account balance exceeds \$1,000, you may, in most cases, elect to have your distribution transferred to an IRA or another plan in a “direct rollover” (see Section 17).

If you receive a distribution before age 59½, the distribution may be subject to a 10% additional tax (see Section 18) in addition to being considered taxable income in the year it is distributed to you.

15. Form of Payment of Benefits

*Cash Distributions;
Stock Election*

All distributions from the Plan will be made in cash, with the following exceptions. To the extent your account includes shares of Company common stock, you may elect to receive whole shares of Company common stock “in kind” instead of receiving their market value in cash. If you choose to receive a distribution in the form of stock, the value of any fractional shares will be distributed to you in cash.

16. Distribution of Benefits upon Death

In the event of your death while you still have an account balance in the Plan, your vested account balance will be distributed to your beneficiary in a lump sum no later than December 31 of the fifth calendar year following the year of your death.

Beneficiary

If you are married at the time of your death, your spouse will be the beneficiary of your benefits unless you elect otherwise. If you wish to designate a beneficiary other than, or in addition to, your spouse, your spouse must consent to waive the right to receive the entire benefit. Your spouse’s consent must be in writing and be witnessed by a notary or Plan representative.

You may appoint one or more beneficiaries by completing and returning a beneficiary designation form to the Plan Administrator. If you had a valid beneficiary designation under the ASSP and/or ARSP on the Merger Date, it has been carried over to the Plan. You may change your beneficiary at any time before your death by completing and returning a new beneficiary designation form to the Plan Administrator. If you have not named a beneficiary or your beneficiary predeceases you, payment will be made to your spouse, if living, or if your spouse has predeceased you, equally to your living children. If you have no living children, your benefit will be paid to your estate.

17. Income Tax Withholding/Direct Rollovers

Direct Rollovers

Distributions and withdrawals from the Plan (other than after-tax contributions) are generally “eligible rollover distributions.” This means that all or a portion of the distributions can be rolled over in a “direct rollover” to an IRA, Roth IRA, or to another employer plan (which may be a qualified retirement plan, a Section 403(b) tax-sheltered annuity, a Section 457 governmental plan) that accepts rollovers. If you choose a direct rollover, the Plan will issue a check directly to the IRA or plan, and you will not be taxed until you later take it out of the IRA or plan.

Effective January 1, 2011, a non-spouse beneficiary may elect to roll over all

or a portion of a distribution to an IRA, Roth IRA, or to another employer plan.

Required Withholding

If you receive an eligible rollover distribution from the Plan and do not choose a direct rollover, the Plan is required by law to withhold Federal income taxes of 20% of that amount. The amount of the distribution will be subject to tax in that year unless, within 60 days, you roll it over to an IRA or another plan that accepts rollovers.

Distributions That Cannot be Rolled Over

A hardship distribution is not an eligible rollover distribution and is not subject to the above rules. In addition, beginning in the year you reach 70½ or retire (whichever is later), a certain portion of your payment cannot be rolled over because it is a “required minimum payment” that must be paid to you.

A payment from the Plan that is not an eligible rollover distribution is not subject to the direct rollover and mandatory withholding rules described above. If any portion of your distribution is not an eligible rollover distribution, you may elect not to have withholding apply to that portion.

After-Tax Contributions

If your account in the Plan includes employee after-tax contributions, that part of your account may be transferred to an IRA or another employer plan only if the IRA or plan agrees to separately account for that part of the distribution.

Special Tax Rule for Net Unrealized Appreciation

If you elect to receive shares of Company common stock as part of a “lump-sum distribution,” you may have the option of not paying tax on the “net unrealized appreciation” of the stock until you sell it. Net unrealized appreciation generally is the increase in the value of the Company common stock while it was held by the Plan.

Example: Following his termination of employment, Jack receives a taxable distribution of his entire vested account, consisting of \$2,000 in cash and shares of Company common stock with a value of \$12,000 and an average cost to the Plan of \$10,000. Jack has made no voluntary after-tax contributions to his account. Jack will pay tax on the \$2,000 cash distribution plus the \$10,000 cost of the shares of Company common stock distributed to him. He will not have to pay tax on the \$2,000 increase in value of the Company common stock (net unrealized appreciation) until he later sells the stock.

Your distribution qualifies as a “lump-sum distribution” for purposes of the above rule only if the entire vested balance in your account when you terminate employment (or at the time of your death) is distributed within a single taxable year.

Example: Amanda elects to take a distribution of \$1,000 from her vested

account in 2015 following her termination of employment, but to leave the rest of her account in the Plan. In 2016 she receives a distribution of the rest of her vested account. Because her vested account was distributed in two different taxable years, neither the 2015 distribution nor the 2016 distribution qualifies as a lump-sum distribution. Therefore net unrealized appreciation cannot be excluded from the taxable amount of either distribution, and any shares of Company common stock received in either distribution will be taxable based on their market value at that time.

If you receive shares of Company common stock as part of a distribution that does not qualify as a lump-sum distribution, only shares attributable to employee after-tax contributions qualify for the special tax rule for net unrealized appreciation.

*Opting Out of the
Special Tax Rule*

You may instead elect not to use the special net unrealized appreciation rule. In that case the net unrealized appreciation will be taxed in the year you receive the stock unless you roll over the stock.

*Effect on
Withholding*

If you receive a distribution of both cash and Company common stock in a payment that can be rolled over, the 20% withholding will be based on the entire taxable amount paid to you (including the value of the Company common stock determined by excluding the net unrealized appreciation). However, the amount withheld will be taken from (and limited to) the cash part of the distribution.

Example: In the earlier example, Jack received a lump-sum distribution consisting of \$2,000 in cash and shares of Company common stock with a total cost of \$10,000. The amount of his distribution for purposes of figuring his 20% withholding is \$12,000. Because 20% of \$12,000 (\$2,400) exceeds the cash portion of Jack's distribution, however, the withholding tax is limited to the cash portion (\$2,000).

More Information

Before receiving a distribution from the Plan, you will receive a Special Notice Regarding Plan Payments that provides more detailed information regarding the above rules as well as special tax rules that may apply in your particular circumstances. It is recommended that you discuss your options with a tax advisor before receiving a distribution from the Plan.

18. Additional Tax on Certain Early Distributions

All distributions from the Plan (other than voluntary after-tax contributions) that are not rolled over to an IRA or another plan are taxable income. In addition, if you receive a distribution from the Plan before age 59½, Federal law imposes an additional tax equal to 10% of the amount of the distribution in addition to regular income tax. The 10% additional tax is imposed unless one of the following exceptions applies:

- The distribution is made as a result of your termination of employment during or after the year you attain age 55;
- The distribution is made as a result of your death or disability;
- The distribution does not exceed your deductible medical expenses (medical expenses which exceed 7½% of your adjusted gross income);
- The distribution is made under a qualified domestic relations order; or
- The distribution consists of excess elective deferral amounts (see Section 5).

19. Loans

In General

Loans are available to all employee participants in accordance with loan procedures established under the Plan. Additional information on loans will be provided at the time you request a loan application.

Minimum Amount

The minimum amount you may borrow is \$500.

Maximum Amount

The maximum amount you may borrow is whichever of following amounts is the smallest:

- One-half your vested account balance (not including your TRASOP account).
- \$50,000 (reduced, if you have had a loan outstanding at any time during the past 12 months, by the highest balance of that loan during that 12-month period).

Loan Limits

You may not have more than two loans outstanding at any time. However, if you had three outstanding loans under the ARSP, these loans will continue under the Plan. However, you will not be able to take out a loan under the Plan if you already have two loans outstanding. Once you pay off a loan in full you may not take out another loan for 10 calendar days.

Collateral

Your loan will be secured by 50% of your vested account balance (measured as of the time you take out the loan).

Interest

A reasonable rate of interest, as determined by the Plan Administrator, will be charged on your loan.

Repayments

The maximum period of repayment for any loan other than a principal residence loan is five years. The maximum period of repayment for a loan made to acquire a principal residence is 15 years. A loan account will be set up in your name under the Plan. Your repayments of principal on the loan, together with interest, are made through payroll deductions unless you are on an authorized leave of absence (such as long-term disability) or have

terminated employment, in which case you may make loan repayments by personal check. The amount of each principal repayment reduces the amount in your loan account and is invested, along with the interest you pay, in the Plan's investment funds in accordance with your investment election for new Plan contributions.

Prepayments

The amount of your loan may be prepaid in full at any time without penalty. Partial prepayments while you are employed are not allowed. After your employment terminates, you may also make a partial prepayment at any time in any whole multiple of your scheduled monthly payment.

Default

If a loan is not repaid in accordance with the terms of the promissory note and there is a default, the amount in default will be treated as a taxable distribution. In addition, the Plan may foreclose on your account to satisfy the loan after your employment terminates. The amount that is treated as a distribution will be taxable to you and may be subject to the 10% tax on distributions prior to age 59½ (see Section 18) unless an exception applies. Even though the Plan reports a deemed distribution, your loan will remain outstanding and will continue to accrue interest until it is repaid. Thus the defaulted loan will count against your two-loan limit, and the loan amount will be taken into account in determining the maximum amount of another loan.

20. Hardship Distributions

In General

If you have a "hardship," you may be eligible to receive a hardship distribution from the Plan. "Hardship" means an immediate and heavy financial need resulting from one of the following:

- expenses for medical care for you, your spouse, or your dependents;
- costs (excluding mortgage payments) directly related to the purchase of your principal residence;
- payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you or your spouse, children, or dependents;
- the need to prevent eviction from your principal residence or to prevent foreclosure on the mortgage on your principal residence;
- burial or funeral expenses for your deceased parent, spouse, children, or dependents; or
- expenses for the repair of damage to your principal residence that would qualify for a casualty deduction (determined without regard to whether the loss exceeds 10% of adjusted gross income).

*Hardship
Distribution
Application*

To obtain a hardship distribution you must complete an application form that can be obtained by calling the Fidelity Retirement Benefits Line.

*Hardship
Demonstration*

As part of your application, you must demonstrate that a hardship (as defined above) exists, and that your hardship cannot reasonably be relieved by any of the following actions:

- Reimbursement or compensation through insurance or otherwise
- Liquidation of your assets
- Discontinuing your employee contributions
- Plan loans (or loans or distributions from other plans)
- Borrowing from commercial sources on reasonable commercial terms.

You are not eligible for a hardship distribution unless you have received the maximum loan available under the Plan (except to the extent that a loan would increase the amount of your need).

*Amount
Available*

The maximum amount you may receive as a hardship distribution is whichever of the following amounts is smaller:

- The combined balance in your before-tax contribution account (excluding investment gains credited after December 31, 1988) and your rollover account.
- The amount that you certify is necessary to relieve your hardship (including any amounts necessary to pay any Federal, state, or local income tax or penalties expected to result from the hardship distribution).

*Six-Month
Suspension*

If you receive a hardship distribution, your employee contributions under the Plan and employee contributions under all other plans (including stock purchase, stock option, and similar plans) maintained by the Company will be suspended for a period of six months after the hardship distribution.

21. In-Service Withdrawals

*Matching
Contributions
Withdrawal*

You may withdraw up to 100 percent of your vested Matching Contribution account transferred to the Plan from the ASSP for any purpose.

Roth Withdrawal

A Roth Withdrawal of up to 100 percent of your Roth account, including Roth rollovers into the Plan, is available for any purpose if you are the age of 59½ or Disabled. You may withdraw your Roth account transferred from the ASSP at any time. To avoid additional taxation, the amount you

withdraw must have been in your Plan account for at least five years.

*Rollover
Withdrawals*

You may request a withdrawal of your rollover account at any time for any purpose.

Other Withdrawals

If you have other accounts that transferred from the ASSP and/or ARSP, your rights to withdraw these contributions are the same as they were under the ASSP and/or ARSP. Please call the Fidelity Retirement Benefits Hotline for more information.

22. In-Service Withdrawals After Age 59½

You may request a withdrawal of all or part of your vested accounts any time after you reach age 59½.

23. Vesting Rules Upon Reemployment

If you leave the Company and are later reemployed by the Company, the following rules will apply to you:

- For information on your eligibility to join the Plan after you are rehired, see Section 3.
- If you are rehired by the Company before the first anniversary of a severance from service, your period of service for vesting purposes will include the period of your absence as if the absence had not occurred.
- If you had no partially or fully vested account in the Plan when you left (for example, you never made any employee contributions and have no other Company contributions that are partially or fully vested) the Company and your breaks in service lasted five years or more, then your former years of vesting service will not be restored. In all other cases your prior vesting service will be restored once you have performed a year of vesting service after being reemployed.
- If you have five consecutive one-year breaks in service, your service after you are reemployed will not affect the vested percentage of your account balance accrued before the breaks in service.

Example: Arthur terminates employment after he has performed two years of service. His Matching Contribution account is 40% vested at the time he leaves. After six consecutive breaks in service he is reemployed, and performs three more years of service. The part of his account resulting from Matching Contributions before his six breaks in service remains 40% vested. The part of his account resulting from Matching Contributions after he returns to work is 100% vested, because his total pre- and post-break vesting service is five years.

- The amount you forfeited will be restored if you repay the vested amount previously distributed to you before the earlier of (a) five years from your rehire date or (b) your having five consecutive one-year breaks in service after your prior distribution. Please notify the Plan Administrator if you are interested in repaying your previously distributed amount.

Example. Virginia terminates employment on May 1, 2015, when her \$10,000 Matching Contribution account is 60% vested. On June 15, 2015 she receives a distribution of her entire \$30,000 vested account balance, consisting of her \$24,000 before-tax contribution account and the \$6,000 vested portion of her Matching Contribution account. The \$4,000 nonvested portion of her Matching Contribution account is forfeited.

On October 10, 2018, Virginia is rehired. Virginia may elect to repay to the Plan the \$30,000 that was previously distributed to her. If she decides to do that, the repayment must be made by June 15, 2020 – which is the *earlier* of October 10, 2023 (five years from her rehire date) or June 15, 2020 (when she will have five consecutive one-year breaks in service following her prior distribution). If she makes that repayment, the \$4,000 nonvested portion of her Matching Contribution account, which was forfeited when she received her distribution, will be restored to her account.

24. Qualified Military Service

The Uniformed Services and Reemployment Rights Act (USERRA) and the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) protect certain rights of Plan participants perform qualified military service. Highlights of the Plan rules follow. For additional information please contact the Plan Administrator.

USERRA Eligibility Generally you are entitled to USERRA rights of you meet the following tests:

- You are employed by the Company in a job that is not brief or nonrecurrent, or that can't reasonably be expected to continue indefinitely or for a significant period;
- You have given advance written or verbal notice to the Company before leaving the job for military training or service (unless giving notice is impossible or unreasonable);
- Your military absence does not exceed five years;
- You separated from military service under honorable conditions; and

- You returned to work by the following dates:
 - the first work day after completion of your military service if your service was one to 30 days;
 - within 14 days after completion of your military service, if your service was 31 to 180 days; and
 - within 90 days after completion of your military service, if your service exceeded 180 days.

The Company may require proof that you actually performed military duty of 31 days or more for which you were granted leave.

Eligibility and Vesting Service

When you return to work, you will be treated as *not* having incurred a break in service. Your period of military leave will be counted as service for both eligibility and vesting purposes.

Resumption of Employee Contributions

Upon your return to work, any employee contribution elections you made before going on military leave will automatically be reinstated.

Make-Up Contributions

You will be permitted to make special “make-up” employee contributions up to the amount you could have contributed if you had not been on military leave. These contributions must be made within a period following your reemployment that is three times the period of your military service, or five years, whichever is less.

Matching Contributions

The Company will match your “make-up” contributions to the same extent they would have been matched if you had been an employee during your period of military service.

Other Contributions

The Company will contribute to your account the other contributions (if any) that you would have been entitled to receive under the Plan had you continued to work for the Company during the period of your military leave.

Plan Loans

You may suspend repayment of your plan loans during the period of your military service. Interest on the loans will continue to accrue during the period of military service, however, and repayments must begin again when you are reemployed. The plan loan must be fully repaid by end of its original term plus the period of your military service.

Severance from Employment

You may be treated as having severed from employment during your period of military service. If you elect to receive a distribution by reason of such deemed severance from employment, you may not make an employee contribution election for six months beginning on the date of the distribution.

Military Leave Distribution

If you are a member of the military reserves and are ordered or called to active duty for a period of at least 30 days or for an indefinite period, you may elect a distribution of all or any part of your account without having to satisfy the criteria for a hardship withdrawal. You can request your distribution at any time from the 31st day of your leave of military absence and the date your active duty ends. The taxable portion of your qualified reservist distribution will be subject to federal income taxes but, if you are called to military service for 180 days or longer, not a 10% early withdrawal penalty tax, even if you receive the distribution before you reach age 59½. There is also a 20% IRS advance withholding requirement for distributions made in cash. To avoid these taxes and withholding requirements, you may elect to roll the taxable portion of your withdrawal to an IRA. Your actual taxes due will depend on your total taxable income for the year in which you receive a qualified reservist distribution.

25. Top-Heavy Status of the Plan

Federal law imposes certain requirements on “top-heavy” plans. The Plan is top-heavy if more than 60% of the balance in all accounts belongs to certain officers and shareholders of the Company. The Plan is not top-heavy and is not likely to become top-heavy.

If the Plan is top-heavy at the end of the plan year, a minimum contribution may be required to the Plan. You will be notified if the Plan is top-heavy and this new requirement applies.

26. Distributions Under Qualified Domestic Relations Orders

Generally Plan benefits may be paid only to you or possibly your beneficiaries or survivors. However, an exception to this may be made as a result of a “qualified domestic relations order.”

A domestic relations order is a court-ordered payment of benefits in connection with a support order, divorce, legal separation, or custody case. This means the Plan may be obligated to pay part of your account to someone else (called an “alternate payee”) — for example, your former spouse, children, or other dependents — to comply with such an order. There are specific legal requirements a domestic relations order must meet to be recognized by the Plan.

A description of the procedures that apply to domestic relations orders may be obtained from the Plan Administrator.

27. Assignment of Benefits

Except for qualified domestic relations orders, you or your beneficiary are not allowed to assign, sell, transfer, or pledge the benefits under this Plan or any interest in this Plan to a creditor or to anyone else and any attempt to so assign, sell, transfer, or pledge the benefits under this Plan or any interest in this Plan will be null and void; except that you may assign the benefits under the Plan as security for a loan made to you by the Plan. In addition, no Plan benefit will be liable for, or subject to, the debts, contracts, liabilities, or civil wrongdoings of anyone entitled to a Plan benefit.

28. Liens

The Plan does not provide for the imposition of any lien by the Company, the Plan Administrator, or the Trustee upon funds or property held under the Plan, except that certain amounts in your accounts may be applied by the Trustee to the payment of overdue amounts of loans made to you under the Plan.

29. Benefits Are Not Insured

The benefit provisions under the Plan are not covered by the Pension Benefit Guaranty Corporation insurance provisions, because the benefits are determined solely by the amount in your accounts.

30. Claims Procedures

Any claims for benefits under the Plan shall be made to the Plan Administrator. If a claim for benefits that you submitted is denied in whole or in part, the Plan Administrator will give you written notice within 30 days following that denial. In no case will that notice be provided later than 90 days after the Plan Administrator receives your claim unless special circumstances require an extension of the time limit. (The Plan Administrator will notify you of the need and reasons for any such extension before the end of the 90-day period.) The written notice will set forth:

- (1) the specific reasons for denial of the claim;
- (2) reference to the particular provisions of the Plan on which denial of the claim is based;
- (3) a statement as to any additional facts or information necessary to perfect the claim and an explanation as to why the same is required; and

- (4) a reference to the procedures (described below) for review of the denial of the claim, including a statement of your right to bring a civil action under Section 502(a) of ERISA (see Section 32 below for the definition of ERISA) following a denial of a claim.

If your claim for benefits under the Plan is denied in whole or in part by the Plan Administrator, you will be entitled to a full and fair review of the claim and the adverse benefit decision. The review will be granted upon written request, which must be filed by you with the Plan Administrator within 60 days following receipt of written notice of the denial (or at such later time as may be reasonable in view of the nature of the benefit subject to claim and other circumstances). You will be permitted to submit written comments, records, and other information relating to the claim and provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim. The Plan Administrator will consider all comments, documents, and other information you submitted, without regard to whether that information was submitted or considered in the initial determination.

At any hearing by the Plan Administrator, you will have reasonable notice and an opportunity to be present and be heard in person or by a duly authorized representative. The Plan Administrator will decide the matter with reasonable promptness and in any event within 60 days following receipt of a request for review unless special circumstances exist which require an extension of such time limit. The Plan Administrator will notify you before the end of the 60-day period of the need and reasons for such extension and the date by which the Plan expects to render a decision. Its decision will be provided to you in writing and will set forth its reasons for the decision; the provisions of the Plan on which the decision is based; a statement that you are 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; and a statement of your right to bring a civil action under Section 502(a) of ERISA.

The above claims procedures apply not only to you but also to a beneficiary or other person who submits a claim for benefits.

31. Termination or Amendment of the Plan

The Company intends to continue the Plan and the benefits described in this SPD. However, the Company reserves the right (subject to any applicable collective bargaining agreements) to amend or terminate the Plan at any time and in its sole discretion without prior notice. However, because the Plan was established for the exclusive benefit of the Company's employees and their beneficiaries, termination or amendment cannot subtract from your accounts as they exist when the amendment or termination occurs.

If the Plan is terminated, you will have a 100% vested right to your accounts regardless of your years of vesting service. After paying the expenses of terminating the Plan, the remaining amounts in the Plan will be distributed to you and the other participants in lump-sum payments.

32. Your Rights as a Participant

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all Plan participants are entitled to:

*Receive Information
About Your Plan
and Benefits*

Examine, without charge, at the Plan Administrator’s office, all documents governing the Plan, including 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.

Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator will make a reasonable charge for the copies.

Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

*Prudent Actions by
Plan Fiduciaries*

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

Enforce Your Rights

If your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules (these rights are described in Section 32 of this SPD).

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials 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 which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions If you have any questions about the Plan, you should contact the Plan Administrator. 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 office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

OTHER BASIC INFORMATION
ABOUT YOUR SAVINGS AND RETIREMENT PLAN

1. Name of Plan: Frontier Communications 401(k) Savings Plan
2. Name, Address, and Telephone Number of the Company: Frontier Communications Corporation
Three High Ridge Park
Stamford, Connecticut 06905
Telephone: 203 329-8800
3. Company's Identification Number: 06-0619596
4. Plan Number: 005
5. Type of Plan: Profit-Sharing/Section 401(k) Plan
6. Plan Administrator: The Retirement Committee of the
Board of Directors of
Frontier Communications Corporation
Three High Ridge Park
Stamford, Connecticut 06905
Telephone: 203 329-8800
7. Additional Information on the Plan and the Plan Administrator may be obtained from: Corporate Benefits Department,
Human Resources
Frontier Communications Corporation
Three High Ridge Park
Stamford, Connecticut 06905
Telephone: 203 329-8800
8. Name and Address of Agent for Service of Legal Process: (Service of legal process may also be made on the Plan Administrator or the Trustee) Frontier Communications Corporation
Attention: Office of General Counsel
Three High Ridge Park
Stamford, Connecticut 06905
9. Name and Address of Trustee: Fidelity Management Trust Company
82 Devonshire St
Boston, MA 02109
10. Plan Year: January 1 through December 31

This plan is maintained pursuant to one or more collective bargaining agreements with respect to employees covered by such agreements. A copy of any such agreement may be obtained by participants and beneficiaries upon written request to the Plan Administrator. The Plan Administrator will make a reasonable charge for such copies. The agreement is also available for examination by participants and beneficiaries.

The information contained herein has been provided by Frontier Communications Corporation and is solely the responsibility of Frontier Communications Corporation.