SUMMARY PLAN DESCRIPTION

AT&T LEGACY MANAGEMENT PROGRAM
of the
AT&T COMPONENT PART
of the
AT&T/WARNERMEDIA PENSION BENEFIT PLAN

IMPORTANT BENEFITS INFORMATION

Please keep this SPD for future reference.

AT&T

Pension

NIN: 78-49746
November 2020

IMPORTANT INFORMATION

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In all cases, the official Plan documents govern and are the final authority on the terms of the AT&T/WarnerMedia Pension Benefit Plan (Plan). If there are any discrepancies between the information in this Summary Plan Description (SPD) and the Plan, the Plan documents will control. AT&T Inc. and Warner Media, LLC reserve the right to terminate or amend any and all of their employee benefit plans or programs, at any time for any reason. Participation in the Plan is neither a contract nor a guarantee of future employment.

What Is This Document?

This SPD is a guide to your benefits under the AT&T Legacy Management Program (Program), a program of the Plan. This SPD, together with any subsequent summaries of material modifications (SMMs) issued for this Program, constitute your SPD for this Program. See the **"Eligibility and Participation"** section for more information about eligibility for the Program and other Plan programs.

Este documento contiene un resumen en inglés. Si usted tiene dificultad para entender este documento, favor de contactar a Fidelity Service Center, **800-416-2363.**

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

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

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

To understand how the Program provisions affect you, you will need to know the above information. The Recordkeeper can provide these details. See the **"Contact Information"** section for information on how to contact the Recordkeeper.

What Action Do I Need to Take?

You should review this SPD.

How Do I Use This Document?

This SPD contains key points at the beginning of most major sections and shaded boxes that contain helpful examples and important notes. While AT&T has provided these tools to help you better understand the Program, it is important that you read the SPD in its entirety, so that you can understand the details of the Program. Also, throughout this SPD, there are cross-references to other sections in the SPD. Please consult the Table of Contents to help you locate these cross-referenced sections.

Also, you need to keep this SPD and related SMMs for future reference. They are your primary resource for questions about the Program.

Questions?

If you have questions regarding information in this SPD, call the Recordkeeper listed in the **"Contact Information"** section.

Si usted tiene alguna pregunta sobre este documento, favor de contactar al Recordkeeper en la sección de **"Contact Information."**

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HIGHLIGHTS

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This SPD describes the Program effective Jan. 1, 2020, unless otherwise noted. This SPD includes changes made for readability and consistency. Some of the more significant changes to the SPD since the last restatement of this SPD in 2017 are listed below.

- Incorporation of changes made in summaries of material modifications (SMMs), which included the following SMMs:
  - AT&T Legacy Management Program and Nonbargained Program of the AT&T Pension Benefit Plan – NIN 78-45060, distributed in August 2018. This SMM added a lump-sum payment option as a permanent feature. Adding a lump-sum payment option allows eligible participants to receive the value of their Program benefit as a one-time payment. This lump-sum payment option is an additional alternative to the current distribution payment options. See **"Forms of Payment"** for more information.
  - AT&T Pension Changes for Employees Transferring to Evoque – NIN 78-46833, distributed in April 2019. This SMM covered the sale of assets and transfer of certain benefits to Evoque for employees that participated in this Program.
  - All Programs of the AT&T Pension Benefit Plan Lump Sum Window – NIN 78-46801, distributed in April 2019. This SMM provided a limited-time benefit for certain Lump Sum Window Eligible Participants to receive their pension benefit in a lump sum.
  - AT&T Legacy Management Program of the AT&T Pension Benefit Plan – NIN 78-47030, distributed in June 2019. This SMM made the following changes:
    - Updated the **"Claims Procedures"** and **"Notification of Claim Denial"** sections to remove references to disability claims.
    - Updated the **"Actuarial Equivalent"** section to provide a correction to the interest rate extension for certain participants with a Benefit Commencement Date after Jan. 1, 2019, but before April 1, 2019.
    - Updated the **"Mandatory Cash-Out/Rollover Rules"** section to provide for a direct rollover for amounts between $1,000 and $5,000.
  - AT&T Legacy Management Program of the AT&T Pension Benefit Plan - NIN 78-49166, distributed in November 2019.
    - The Benefits at a Glance table was updated to add the Lump Sum with Residual Annuity option with pop-up. See the **"Benefits at a Glance"** section for more information.

- Corrected the omission of the pop-up reference in the Forms of Payment section. See **"Forms of Payment"** for more information.
- Updated the Time to File Suit section. See the **"Notification of Claim Denial"** section for more information.

– Warner Media, LLC Pension Plan; AT&T Pension Benefit Plan – NIN 78-49234, distributed in January 2020. The AT&T Pension Benefit Plan was merged into the AT&T/WarnerMedia Pension Benefit Plan (formerly the Warner Media, LLC Pension Plan) as of Dec. 31, 2019. See the **"Merger of AT&T Pension Benefit Plan into the AT&T/WarnerMedia Pension Benefit Plan"** section for more information.

This SPD also includes the following changes:

- Incorporation of changes made to the calculation of a partial lump sum and residual annuity. See the **"Forms of Payment"** section for more information.
- Updating the **"Mandatory Cash-Out/Rollover Rules"** section to provide for mandatory lump sum distribution for amounts under $5,000.

USING THIS SUMMARY PLAN DESCRIPTION

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KEY POINTS

- *The AT&T/WarnerMedia Pension Benefit Plan provides Pension Benefits to Eligible Employees of Participating Companies.*
- *This SPD summarizes the eligibility requirements for and the benefits provided by the AT&T Legacy Management Program.*

The AT&T/WarnerMedia Pension Benefit Plan (Plan) is a defined benefit pension plan sponsored by Warner Media, LLC. The Plan provides retirement benefits to Eligible Employees of Participating Companies.

Merger of AT&T Pension Benefit Plan into the AT&T/WarnerMedia Pension Benefit Plan

As stated in the Summary of Material Modifications distributed in January 2020, effective Dec. 31, 2019 at 11:59:59 p.m., the AT&T Pension Benefit Plan merged into the AT&T/WarnerMedia Pension Benefit Plan, with the AT&T/WarnerMedia Pension Benefit Plan being the surviving plan. All references to the Plan name in each SPD were changed to the AT&T/WarnerMedia Pension Benefit Plan. After the merger, the AT&T Pension Benefit Plan became a Component Part (AT&T Component Part) under the AT&T/WarnerMedia Pension Benefit Plan. The former Warner Media, LLC Pension Plan also became a Component Part (the WM Component Part) under the Plan. All accrued benefits earned under the Component Parts prior to the merger are protected and will be provided under the AT&T/WarnerMedia Pension Benefit Plan following the merger.

Benefits under the Plan are provided through the AT&T Component Part (formerly the AT&T Pension Benefit Plan) or the WarnerMedia Component Part (formerly the Warner Media, LLC Pension Plan), as applicable, or both. A program is a portion of the AT&T Component Part that provides benefits to a particular group of Participants or beneficiaries. The WarnerMedia Component Part and AT&T Component Part programs apply to different groups of Employees as set forth below:

WarnerMedia Component Part	General Description of Participants
WarnerMedia	Certain Employees hired or rehired by Time Warner Inc. prior to June 30, 2009, who became participants by June 30, 2010.
Note: See the 'Who's Eligible' and 'When Participation Begins' sections of the WarnerMedia Component Part SPDs for a more detailed description of eligibility for the WarnerMedia Component Part.	

Programs of the AT&T Component Part	General Description of Participants
AT&T Legacy Bargained Program	Certain bargained Employees of legacy AT&T Corp. who are residents of the U.S. and hired, rehired, or transferred prior to specified dates.
AT&T Legacy Management Program	Certain management Employees of legacy AT&T Corp. hired or rehired before Jan. 1, 2007, who are residents of the U.S.
Bargained Cash Balance Program	Certain bargained Employees in the NIC contract, Appendix D in the AT&T West region, and the COS contract in the AT&T Midwest region who are hired, rehired, or transferred prior to specified dates.
Bargained Cash Balance Program #2	Certain bargained Employees of legacy AT&T Corp., AT&T East, AT&T Midwest, AT&T Mobility, AT&T Southeast, AT&T Southwest, and AT&T West regions hired, rehired or transferred after specified dates.
DIRECTV Program	Certain DIRECTV Employees of DIRECTV hired, rehired, or transferred prior to certain dates.
East Program	Certain AT&T East region bargained Employees hired, rehired, or transferred before or after specified dates.
Management Cash Balance Program	Management Employees of legacy AT&T Corp., AT&T East, AT&T Midwest, AT&T Southeast, AT&T Southwest, and AT&T West regions hired or rehired on or after Jan. 1, 2007, who are residents of the U.S. Also covers management Employees of AT&T Mobility hired or rehired on or after Jan. 1, 2006, who are residents of the U.S. The Program generally closed to participants who were hired or rehired after Dec. 31, 2014. Certain participants are eligible who transferred into the Program after Dec. 31, 2014, to include certain DIRECTV employees who transferred to the Program between June 24, 2015, and Dec. 31, 2016.
Midwest Program	Certain AT&T Midwest region bargained Employees hired, rehired, or transferred prior to specified dates.

Programs of the AT&T Component Part	General Description of Participants
Mobility Bargained Program	AT&T Mobility bargained Employees represented by CWA – District 6 (Purple Contract) hired or rehired prior to Jan. 1, 2009.
Mobility Program	Certain AT&T Mobility bargained Employees hired, rehired, or transferred prior to specified dates and certain management Employees of AT&T Mobility hired or rehired before Jan. 1, 2006, who are residents of the U.S.
Nonbargained Program	Certain management Employees of AT&T East, AT&T Midwest, AT&T Southwest, and AT&T West regions hired or rehired before Jan. 1, 2007.
Southeast Management Program	Certain management Employees of the AT&T Southeast region hired or rehired before Jan. 1, 2007.
Southeast Program	Certain AT&T Southeast region bargained Employees hired, rehired, or transferred prior to specified dates.
Southwest Program	Certain AT&T Southwest region bargained Employees hired, rehired, or transferred prior to specified dates.
West Program	Certain AT&T West region bargained Employees hired, rehired, or transferred prior to specified dates.
*Note: See the **"Eligibility and Participation"** section of each program's SPD for a more detailed description of eligibility for each Plan Program.*	

This document is the summary plan description (SPD) for the AT&T Legacy Management Program (Program). The SPD summarizes the terms of the Program, including the particular eligibility requirements for coverage, the benefits provided, the conditions that must be met to qualify for Program benefits, the times and forms of payment of the Program's benefits, and other special Program provisions.

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

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

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

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

If you had a Termination of Employment before the effective date of this SPD, some of the provisions of this SPD do not apply to you. In general, and unless otherwise provided, the provisions of this SPD that are related to eligibility, vesting, how your Pension Benefit is calculated and early retirement provisions may not describe the benefits available to you depending on when your Termination of Employment occurred. Contact the Recordkeeper or refer to the SPD that was in effect at the time of your Termination of Employment for more information.

Terms Used in This SPD

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

BENEFITS AT A GLANCE

BENEFITS AT A GLANCE

The following *Benefits at a Glance* table is a summary of certain provisions in the Program. For more information on any specific Program provision, please see the detailed information provided later in this SPD.

Benefits	
Eligibility and Participation	
Participation	Immediate, if at least age 21
Vesting	100% after 3 years of service
Pension Formula	
Pension Benefit	Cash Balance Formula

Benefits	
Cash Balance Formula	Hypothetical account credited annually with the following • Basic Benefit Credits 3 - 10% of Pension Compensation (based on age) • Interest Credits 4% of your cash balance • Supplemental Pay Credits 3 - 10% of Pension Compensation over Social Security Wage Base (based on age)
Normal Retirement Age	
Normal Retirement Age	Later of • Age 65 • 3 years of service
Early Retirement Pension	
Early Retirement Pension Eligibility	Following Termination of Employment
Early Retirement Pension Amount	A monthly annuity equal to your Cash Balance Account divided by Program factors
Forms of Payment	
Forms of Payment	<u>Satisfies Modified Rule of 75</u> • Single Life Annuity • 50% J&S Annuity w/ pop-up • 75% J&S Annuity w/ pop-up • 100% J&S Annuity w/ pop-up (only if paid under Cash Balance Formula) • Partial Lump Sum with Residual Annuity w/ pop-up (only if paid under Cash Balance Formula) • Lump Sum (if Cash Balance less than Highest Pension Compensation plus $30,000, or terminated on or after May 25, 2018) <u>Does Not Satisfy Modified Rule of 75</u> • Single Life Annuity • 50% J&S Annuity w/ pop-up (if terminated on or after Jan. 1, 1998) • 50% J&S Annuity (if terminated prior to Jan. 1, 1998) • 75% J&S Annuity w/ pop-up (if terminated on or after Jan. 1, 1998) • 75% J&S Annuity (if terminated prior to Jan. 1, 1998) • 100% J&S Annuity w/ pop-up (only if paid under Cash Balance Formula) • Partial Lump Sum with Residual Annuity (w/ pop-up if terminated on or after Jan. 1, 1998) (only if paid under Cash Balance Formula) • Lump Sum (if Cash Balance less than Highest Pension Compensation plus $30,000, or terminated on or after May 25, 2018)
Survivor Benefits	Available for Spouse, Legally Recognized Partner or estate

Benefits	
Death Benefit	Retiree Death Benefit • Available to certain Participants with Terminations of Employment prior to Jan. 1, 2008 • Claim for benefit must be filed within one (1) year of death
Time to File Suit (or Notification of Benefit Denial)	• You will receive a written notice (generally within ninety (90) days) from the Recordkeeper if your claim for benefits is denied. • You have sixty (60) days after receipt of the Benefit Denial to submit a written request to appeal the decision. • Generally, you will receive a final determination regarding your appeal within sixty (60) days of receipt of your appeal by the Recordkeeper. • You may not file a lawsuit against the Plan until you complete the appeal process. Lawsuit must be filed no later than one (1) year from the date of final determination by the Benefit Plan Committee.

UNDERSTANDING ELIGIBILITY

ELIGIBILITY AND PARTICIPATION

KEY POINTS

- *Only Eligible Employees may participate in the Program.*
- *Eligible Employees will become Participants in the Program immediately after attaining age twenty-one (21).*
- *Participation in the Program ends when you are no longer an Eligible Employee.*

Eligible Employee

You are an Eligible Employee if you are an Employee of a Participating Company listed in **"Appendix A"** *Participating Companies* and **both** of the following apply:

- You are a Management Employee. Generally, you are a Management Employee if your job title and classification are not included in a collective bargaining agreement between a Participating Company and a union.
- You were employed by a Participating Company on Dec. 31, 2006, and were not rehired after Dec. 31, 2006.

IMPORTANT: If you are hired or rehired after Dec. 31, 2006, you are not eligible to participate in the Program. You may be eligible to participate in the Management Cash Balance Program. Contact the Recordkeeper to see if you are eligible for the Management Cash Balance Program. See the **"Contact Information"** section for information on how to contact the Recordkeeper.

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

- You are specifically excluded under any of the special rules in this section.
- You are currently earning a Pension Benefit under any other Plan program.
- You are a leased employee (as defined in the Internal Revenue Code).
- You are classified, designated or treated by your Participating Company as an independent contractor.
- You are a nonresident alien receiving no U.S.-earned income from a Participating Company.
- You are a resident of the Commonwealth of Puerto Rico.
- You are a Nonmanagement Nonunion Employee that has benefits that follow Bargaining Unit Employees who work in the same business unit (AT&T Corp. Core Contract — CWA hired before January 1, 2015; AT&T Midwest Core Contract — CWA District 4; IBEW System Council T-3 — AT&T Midwest Contract; AT&T Southwest Core Contract — CWA District 6; or AT&T West Core Contract — CWA District 9).
- You are an Employee on a temporary promotion (also known as an acting title) to a management position for one (1) year or less.

In addition, you are excluded from participating in this Program if you are currently an Eligible Employee under any of the following:

- AT&T Puerto Rico Pension Benefit Plan
- Mobility Program
- Nonbargained Program
- Southeast Management Program

- **Special Rule for Certain Transfers and Promotions Before Dec. 1, 2008**

  If you were hired or rehired before Jan. 1, 2007, and transferred from a member of the AT&T Controlled Group that is not a Participating Company or a position in Puerto Rico before Dec. 1, 2008, you may be eligible to participate in the Program. Contact the Recordkeeper to see if you are eligible for this Program. See the ***"Contact Information"*** *section for information on how to contact the Recordkeeper.*

- **Special Rule for Certain Transfers and Promotions to Other AT&T Controlled Group Members That Participate in the Plan**

  If you are transferred to a management position at another member of the AT&T Controlled Group that does not participate in this Program but does participate in the Plan, you remain eligible to participate in this Program. If you are an Employee of a Participating Company who is promoted to a management position at another member of the AT&T Controlled Group that does not participate in this Program but does participate in the Plan and you were hired before Jan. 1, 2007, you become eligible to participate in this Program. In either case, you will not be eligible to participate in the Program of the other member of the AT&T Controlled Group. Contact the Recordkeeper to see if you are still eligible for this Program. See the ***"Contact Information"*** *section for information on how to contact the Recordkeeper.*

Participation

A Participant is an individual eligible to accrue Program benefits. You become a Participant in the Program if you are an Eligible Employee and are at least age twenty-one (21).

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

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

PROGRAM BENEFITS

YOUR PROGRAM BENEFITS

KEY POINTS

- *If you have a Vested Interest when your Termination of Employment occurs, you are eligible to receive a Pension Benefit.*
- *The Program has two (2) types of Pension Benefits: a Normal Retirement Pension and an Early Retirement Pension.*

Who Is Eligible for a Pension Benefit

As a Participant, you are eligible for a Pension Benefit only if you satisfy both of the following:

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

Upon your death, your survivors also may be eligible for benefits under the Program. See the **"Survivor Benefits"** section for more information about these benefits.

Types of Pension Benefits

If you are a Participant, you are entitled to receive one (1) of two (2) types of Pension Benefits depending on your age and Term of Employment:

- If your Termination of Employment date is on or after your Normal Retirement Age, you are entitled to receive a Normal Retirement Pension.
- If your Termination of Employment date is before your Normal Retirement Age and you have a Vested Interest, you are entitled to receive an Early Retirement Pension (see the **"Early Retirement Pension"** section for more information).

Term of Employment

Term of Employment (also known as net credited service or NCS) means a period of employment with your Employer (based on your Periods of Service) as determined by your Employer and the Plan Administrator. The calculation of Term of Employment is subject to special rules and provisions described in other sections of this SPD. See the **"Break in Service Rules"** section, the **"Effect of Rehire Within the AT&T Controlled Group"** section and the **"Moving Between Members of the AT&T Controlled Group"** section for more information. Also, refer to the **"Mandatory Portability Agreement and Interchange Agreements"** section for more information about special rules and provisions that apply to the calculation of Term of Employment.

HOW TO EARN A VESTED INTEREST

If you are Participant that is considered an Eligible Employee on or after Jan. 1, 2010, you will have a Vested Interest when you are credited with three (3) or more Years of Vesting Service or when you reach Normal Retirement Age while an Employee. If your Termination of Employment occurred before Jan. 1, 2010, different rules apply. Contact the Recordkeeper for more information.

You earn one (1) Year of Vesting Service for each calendar year during which you are credited with one thousand (1,000) (or more) Hours of Service. Hours of Service performed before you reach age eighteen (18) do not count.

If you are credited with less than one thousand (1,000) Hours of Service in the calendar year that includes your date of hire or eighteenth (18th) birthday, if later, and you are credited with one thousand (1,000) Hours of Service in both the 12-month period ending on the first (1st) anniversary of the date of hire and the calendar year that includes your first (1st) anniversary of the date of hire, you will be credited with two (2) Years of Vesting Service.

An Hour of Service is each hour for which you are directly or indirectly paid or entitled to payment by any member of the AT&T Controlled Group for the performance of duties, or for certain other reasons other than the performance of duties (such as vacations, holidays, sickness, military duty, receiving short-term disability benefits and certain leaves of absence). However, you can earn no more than five hundred and one (501) Hours of Service for any continuous period in which you are not performing any duties. An Hour of Service also includes each hour, not otherwise credited under the preceding sentences, for which back pay is awarded by an AT&T Controlled Group. Hours of Service also include any hours required to be credited by federal law or by the Mandatory Portability Agreement. For more information on Hours of Service related to Mandatory Portability Agreement and Interchange Agreements, see the **"General Plan Information"** section.

You will be credited with fifty (50) Hours of Service for each week you perform at least one (1) Hour of Service.

HOW YOUR CASH BALANCE ACCOUNT IS CALCULATED

HOW YOUR CASH BALANCE ACCOUNT IS CALCULATED

KEY POINTS

- *Your Pension Benefit is calculated as a monthly pension.*
- *Your Pension Benefit is a monthly pension benefit that begins at your Normal Retirement Age if it is a Normal Retirement Pension or earlier in the case of an Early Retirement Pension.*
- *If you became a Participant in the Program after July 31, 1997, your Pension Benefit is determined by using the Cash Balance Account only.*
- *Your Cash Balance Account is equal to the sum of your opening Account Balance plus any earned Basic Benefit Credits, Interest Credits and Supplemental Pay Credits.*

Your Pension Benefit under the Program is your Cash Balance Account, if you became a Participant in the Program after July 31, 1997.

The following sections describe how the Cash Balance Account is calculated.

NOTE: Your Pension Benefit is calculated as of your Benefit Commencement Date. Exceptions to this may apply to certain terminations.

Normal Retirement Pension

If you have attained Normal Retirement Age, your Normal Retirement Pension is equal to your Cash Balance Account as of your Benefit Commencement Date, divided by the simplified monthly payment factor in **"Attachment 2"** *Simplified Monthly Payment Factors*, based on your age as of the Benefit Commencement Date.

If your Termination of Employment date is before your Normal Retirement Age and you have a Vested Interest, your Normal Retirement Pension is equal to your Cash Balance Account projected to your Normal Retirement Age, divided by the simplified monthly payment factor in **"Attachment 2"** *Simplified Monthly Payment Factors*, based on your age as of your Normal Retirement Age.

Your Cash Balance Account

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

If you became a Participant in the Program after July 31, 1997, your opening Cash Balance Account will equal zero dollars ($0).

- **Special Rule for Employees as of Jan. 1, 1998**

  *You have an opening Cash Balance Account equal to (i) your accrued benefit under the prior pension formula of the Program as of Dec. 31, 1996, or (ii) your accrued benefit under the Special Update Formula (if eligible), converted to a lump sum amount using the applicable Program factors as of that date. See **"Attachment 1"** Groups For Whom Special Provisions Apply for more information about the Special Update Formula.*

If you were covered under another Plan program and you transfer to this Program, your opening account Cash Balance Account will equal zero dollars ($0) unless you already have a Cash Balance Account in the Program.

- **Special Rule for Employees Who Transfer From the AT&T Legacy Bargained Program**

  *You may be eligible for a transferred Cash Balance Account. See the **"Moving Between Members of the AT&T Controlled Group"** section for more information.*

Adding Basic Benefit Credits to Your Cash Balance Account

Your Cash Balance Account increases as Basic Benefit Credits are added. Basic Benefit Credits are credited annually on the last day of the calendar year (or on the last day of the month of your Termination of Employment or transfer, if earlier).

The Amount of Your Basic Benefit Credits

The amount of your Basic Benefit Credit equals your Pension Compensation, multiplied by your Age Credit Factor. Pension Compensation includes the following:

- Actual base pay.
- Differentials for night tours.
- Differentials for temporary work in a higher classification.
- Lump sum merit wage payments.
- Area differentials.
- Group incentive compensation (e.g., Annual bonus).
- Group incentive compensation adjustment.
- Nondiscretionary incentive compensation (e.g., commissions).
- Incentive Plan payments for Employees who are designated as officers on the payroll records of the Employer and promoted after Jan. 1, 2009.
- Short-term disability payments under your Employer's short-term disability program, if you are an Employee at the time such payments are made.

IMPORTANT: Contact the Recordkeeper if you have any questions about what compensation is included in your Pension Compensation. See the **"Contact Information"** section for information on how to contact the Recordkeeper.

Your Age Credit Factor is determined based upon your age on the last day of each calendar year (or on the last day of the month of your Termination of Employment or transfer, if earlier) in which the Basic Benefit Credit is applied and will be determined in accordance with the following:

Age*	Age Credit Factor
Under Age 30	3.00%
30–34	3.50%
35–39	4.25%

Age*	Age Credit Factor
40–44	5.00%
45–49	6.50%
50–54	8.00%
55 and Older	10.00%

**As of Dec. 31 or the end of the month in which you have a Termination of Employment or transfer.*

> **EXAMPLE:** Assume you are 46 years of age on Dec. 31, your Pension Compensation for a particular year is $75,000 and your Age Credit Factor is six and one-half percent (6.5%. Your Basic Benefit Credit is $4,875 ($75,000 times six and one-half percent (6.5%)), which is credited to your account at the end of the year.

Adding Interest Credits to Your Cash Balance Account

In addition to your Basic Benefit Credits, Interest Credits are added to your Cash Balance Account beginning the calendar year after your Cash Balance Account first receives Basic Benefit Credits. Interest Credits are added to your Cash Balance Account as of the last day of the calendar year preceding the date your pension payments begin, even after your Termination of Employment. You also receive a prorated Interest Credit for the year your pension payments begin.

The Amount of Your Interest Credit

The amount of Interest Credits added to your Cash Balance Account is equal to the applicable interest crediting rate, multiplied by your total Cash Balance Account as of the first day of the calendar year. The applicable interest crediting rate is the annual rate of four (4%) percent.

> **EXAMPLE:** Assume your Cash Balance Account at the beginning of the year is $90,000 and the interest crediting rate is four percent (4%). The amount of the Interest Credit added to the Cash Balance Account for the year would be $3,600 ($90,000 times four percent (4%)).

- **Special Rule for Employees Who Terminate Employment**

  The amount of your Interest Credits may be adjusted for any Basic Benefit Credits and Supplemental Pay Credits for that year.

Adding Supplemental Pay Credits to Your Cash Balance Account

If your Pension Compensation exceeds the Social Security Wage Base, you will receive a Supplemental Pay Credit for that calendar year. The Social Security Wage Base is published each year by the Internal Revenue Service (for 2020, it is one hundred thirty seven thousand seven hundred dollars ($137,700)). Supplemental Pay Credits, if applicable, are credited on the last day of each calendar year (or on the last day of the month of your Termination of Employment, if earlier).

The Amount of Your Supplemental Pay Credits

For the calendar year in which your Pension Compensation exceeds the Social Security Wage Base, your Supplemental Pay Credit equals the excess of your Pension Compensation over the Social Security Wage Base, multiplied by the Age Credit Factor.

> **EXAMPLE:** Assume your year-to-date Pension Compensation is $142,700 and your age on Dec. 31, is age 52. The Social Security Wage Base is $137,700. The Age Credit Factor for age 52 is eight percent (8%). The amount of the Supplemental Pay Credit added to your Cash Balance Account is $400 ($142,700, minus $137,700, which is $5,000, times eight percent (8%)).

EARLY RETIREMENT PENSION

EARLY RETIREMENT PENSION

KEY POINT

- *Your Early Retirement Pension derived from your Cash Balance Account is reduced for early commencement.*

You may elect to receive your Pension Benefit after your Termination of Employment, if you fulfill the election and consent requirements outlined in the **"Time of Payment"** section.

If you elect to receive your Early Retirement Pension under the Cash Balance Account before reaching Normal Retirement Age, your Normal Retirement Pension will be reduced using the reduction factors shown in **"Attachment 4"** *Cash Balance Account Early Retirement Reduction Factors*, based on your age (years and months) as of your Benefit Commencement Date.

You can determine the estimated amount of your Early Retirement Pension under the Cash Balance Account by dividing the Cash Balance Account as of your Benefit Commencement Date by the simplified monthly payment factors in **"Attachment 2"** *Simplified Monthly Payment Factors*, which are based on your age at your Benefit Commencement Date.

> **EXAMPLE:** Assume you have a Termination of Employment at age 50, you elect to commence your Pension Benefit and your Cash Balance Account at age 50 equals $100,000. The simplified monthly payment factor for age 50 is 143.88. The amount of your Early Retirement Pension is $695.02 per month ($100,000 divided by 143.88).

- **Special Rule for Employees Whose Pension Benefit Is Determined Under the Frozen Pay Base Formula or the Special Update Formula**

*See **"Attachment 1"** Groups For Whom Special Provisions Apply for more information.*

TIME OF PAYMENT

TIME OF PAYMENT

KEY POINT

➢ *Your Benefit Commencement Date is when your Pension Benefit is paid.*

You may elect to receive your Pension Benefit if you have experienced a Termination of Employment.

The date that your Pension Benefit is paid (or begins to be paid) from this Program is called your Benefit Commencement Date. The following sections describe how that Benefit Commencement Date is determined. Payment(s) will be made as soon as administratively practicable after that determination.

- **Special Rule for Small Pension Benefits**

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

Eligibility to Elect Your Pension Benefit

You may elect the first of the month after your Termination of Employment to begin receiving your Pension Benefit. This is considered your first available Benefit Commencement Date.

If you do not wish to immediately elect to receive your Pension Benefit on your first available Benefit Commencement Date, then you may elect to start receiving your Pension Benefit, on your next available Benefit Commencement Date, as of the first (1^{st}) day of any month following your Termination of Employment and before reaching your Normal Retirement Age. Contact the Recordkeeper, before the date you want payments to start, for more information about making an election, as outlined in the **"How to Begin Payment of Your Pension Benefit"** section. It is your responsibility to keep your personal information, including address, up to date so that you continue to receive important information. See the **"Contact Information"** section for information on how to contact the Recordkeeper.

You must contact the Recordkeeper to start your Pension Benefit by the later of the first of the month coinciding with or following the day you reach your Normal Retirement Age or the first of the month following the day after your Termination of Employment, see **"How to Begin Payment of Your Pension Benefit"** for further information. If you do not make a payment election by that time, then the Program will begin paying you a Joint and 50 Percent Survivor Annuity (if you have a Spouse) or a Single Life Annuity (if you do not have a Spouse). See the **"Forms of Payment"** section for more information about your payment options.

Normal Retirement Age

If you are hired before age sixty (60), your Normal Retirement Age is your sixty-fifth (65^{th}) birthday. If you are hired on or after age sixty (60), it is the earlier of the fifth (5^{th}) anniversary of the date you began participating in the Plan or the date you have a Vested Interest in the Plan. See the **"How to Earn a Vested Interest"** section.

> **EXAMPLE**: Assume you began participating in the Plan on Jan. 1 at age 63 and you become vested three years later on Jan. 1 at age 66. Your Normal Retirement Age is age 66 when you become vested.

How to Begin Payment of Your Pension Benefit

If you are contemplating retirement and would like an estimate of your Pension Benefit using different Benefit Commencement Dates, visit **https://workplaceservices.fidelity.com/mybenefits/pensionservices/estimatepayment/results/calculate** or contact the Recordkeeper.

When you are ready to begin payments of your Pension Benefit(s):

1. Determine your Termination of Employment date.
    a. If you are an active employee, go to HROneStop (**hronestop.web.att.com/group/hr-onestop/retirement-tools-resources**) for additional resources and to understand other considerations that should be reviewed carefully to help you decide when to end your employment with AT&T. Your Termination of Employment date dictates your first available Benefit Commencement Date, as explained in the **"Eligibility to Elect Your Pension Benefit"** section.
    b. If you already terminated employment with all members of the AT&T Controlled Group, have a Vested Interest in your Pension Benefit, and did not elect to start your pension benefit on your first available Benefit Commencement Date then you are able to elect the next available Benefit Commencement Date, as described in the **"Eligibility to Elect Your Pension Benefit"** section.
2. You should contact the Recordkeeper before the date you'd like to elect as your Benefit Commencement date to request an estimate and to begin your pension distribution. See the **"Contact Information"** section for information on how to contact the Recordkeeper.
3. You may be required to submit additional documentation to complete the process.

The Recordkeeper will provide a notice to you when you are eligible for a Pension Benefit (when you reach age sixty-five (65) or, if earlier, when you contact them – whichever occurs first). The notice will explain the terms and conditions of the available forms of payment. The notice will also inform you on how to make the election and the time period for doing so.

You must file a benefit election form within the time and manner required by the Plan Administrator in order to elect one (1) of the alternate forms of payment. The election must be made no less than thirty (30) days and no more than one hundred and eighty (180) days before your Benefit Commencement Date. (If you make an affirmative election, the 30-day period can be shortened to seven (7) days.)

If you have a Spouse when your Pension Benefit payments begin, your election to receive an alternate form of payment will not be effective unless your Spouse consents. Your Spouse's consent must be witnessed by a notary public and will be valid only with respect to the Spouse who signs it. However, your Spouse will not need to consent to an optional form of payment that provides a survivor annuity benefit to the Spouse that is at least as valuable as the 50% J&S.

FORMS OF PAYMENT

KEY POINTS

- *Your Pension Benefit will be paid to you in the default form of a monthly pension when you reach Normal Retirement Age, unless you elect otherwise.*
- *If you do not have a Spouse on your Benefit Commencement Date, a Single Life Annuity will be the default form of payment. If you have a Spouse on your Benefit Commencement Date, a Joint and 50 Percent Survivor Annuity will be the default form of payment.*
- *If you do not want the default form of payment, you may elect one (1) of several alternate forms of payment.*

If you have a Vested Interest in your Pension Benefit when you terminate employment with all members of the AT&T Controlled Group, your Pension Benefit will be paid in the following applicable monthly pension form, unless you make an election for an alternate form of payment:

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

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

See the **"How to Begin Payment of Your Pension Benefit"** section for more information on how to commence your Pension Benefit.

- **Special Rule for Small Pension Benefits**

If the present value of your Pension Benefit does not exceed five thousand dollars ($5,000) when you have a Termination of Employment with the AT&T Controlled Group, the following forms of payment rules do not apply. Instead, your benefit will be distributed or "rolled over." See the ***"General Plan Information"*** *section for information about the Mandatory Cash-Out/Rollover Rules.*

Monthly Annuities

There are four types of annuities:

- Single Life Annuity
- Joint and 50 Percent Survivor Annuity (50% J&S)
- Joint and 75 Percent Survivor Annuity (75% J&S)
- Joint and 100 Percent Survivor Annuity (100% J&S)

Single Life Annuity

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

If you do not have a Spouse on your Benefit Commencement Date, your Pension Benefit will be paid to you in the form of a Single Life Annuity unless you elect a different form of payment.

If you have a Spouse on your Benefit Commencement Date and he or she consents and signs the necessary waiver, you may elect the Single Life Annuity as an alternate form of payment. See the **"How to Begin Payment of Your Pension Benefit"** section for more information about spousal consent.

If your Pension Benefit begins before your Normal Retirement Age, the monthly amount is equal to your Early Retirement Pension. If your Pension Benefit begins on or after your Normal Retirement Age, the monthly amount is equal to your Normal Retirement Pension.

Joint and 50 Percent Survivor Annuity

The 50% J&S form of payment provides monthly payments to you and your Spouse or Legally Recognized Partner. Payments begin on your Benefit Commencement Date and end when you die. Each monthly payment equals ninety-two percent (92%) of the monthly amount that would be payable to you as a Single Life Annuity (see the **"Single Life Annuity"** section above). After your death, fifty percent (50%) of the monthly amount that was paid to you while you were alive will be paid to your Spouse or Legally Recognized Partner. Payments stop when your Spouse or Legally Recognized Partner dies.

EXAMPLE: Assume your Pension Benefit calculated as a Single Life Annuity is $800 per month. Under the 50% J&S, your monthly benefit is equal to ninety-two percent (92%) of your Single Life Annuity. Your monthly pension as a 50% J&S is $736 ($800 times ninety-two percent (92%)). After your death, your Spouse or Legally Recognized Partner will receive monthly payments of $368 ($736 times fifty percent (50%)).

IMPORTANT: If you have a Spouse on your Benefit Commencement Date, your Pension Benefit will be paid in the form of the 50% J&S, unless you elect another form of payment (see the **"How to Begin Payment of Your Pension Benefit"** section). This automatic default will not apply if you have a Legally Recognized Partner.

If you are receiving a 50% J&S and your Spouse or Legally Recognized Partner dies before you, the monthly amount paid to you increases (i.e., pop-up). The amount of the increase will equal the Single Life Annuity amount by which your Pension Benefit was originally reduced. However, if your Termination of Employment was before Jan 1, 1998, this increase will not apply unless you satisfied the Modified Rule of 75 on your Termination of Employment.

Joint and 75 Percent Survivor Annuity

If you have a Spouse or Legally Recognized Partner on your Benefit Commencement Date, you may elect the 75% J&S as an alternate form of payment. The 75% J&S form of payment provides monthly payments to you and your Spouse or Legally Recognized Partner. Payments begin on your Benefit Commencement Date and end when you die. Each monthly payment equals eighty-eight and one-half percent (88.5%) of the monthly amount that would be payable to you as a Single Life Annuity (see the **"Single Life Annuity"** section). After your death, seventy-five percent (75%) of the monthly amount that was paid to you while you were alive will be paid to your Spouse or Legally Recognized Partner. Payments stop when your Spouse or Legally Recognized Partner dies.

EXAMPLE: Assume your Pension Benefit calculated as a Single Life Annuity is $800 per month. Under the 75% J&S, your monthly benefit is equal to eighty-eight and one-half percent (88.5%) of your Single Life Annuity. Your monthly pension as a 75% J&S is $708 ($800 times eighty-eight and one-half percent (88.5%)). After your death, your Spouse or Legally Recognized Partner will receive monthly payments of $531 ($708 times seventy-five percent (75%)).

If you are receiving a 75% J&S and your Spouse or Legally Recognized Partner dies before you, the monthly amount paid to you increases (i.e., pop-up). The amount of the increase will equal the Single Life Annuity amount by which your Pension Benefit was originally reduced. However, if your

Termination of Employment was before Jan 1, 1998, this increase will not apply unless you satisfied the Modified Rule of 75 on your Termination of Employment.

Joint and 100 Percent Survivor Annuity

If you have a Spouse or Legally Recognized Partner on your Benefit Commencement Date, you may elect the 100% J&S as an alternate form of payment. The 100% J&S form of payment provides monthly payments to you and your Spouse or Legally Recognized Partner. Payments begin on your Benefit Commencement Date and end when you die. If your benefit is determined pursuant to your Cash Balance Account, each payment equals eighty-five percent (85%) of the monthly amount that would be payable to you as a Single Life Annuity (see the **"Single Life Annuity"** section). After your death, the same payment amount is made to your Spouse or Legally Recognized Partner. Payments stop when your Spouse or Legally Recognized Partner dies.

> **EXAMPLE**: Assume your Pension Benefit calculated as a Single Life Annuity is $800 per month. Under the 100% J&S, your monthly benefit is equal to eighty-five percent (85%) of your Single Life Annuity. Your monthly pension as a 100% J&S is $680 ($800 times eighty-five percent (85%)). After your death, your Spouse or Legally Recognized Partner will receive monthly payments of $680.

- **Special Rule for the Reduction Factors for Employees Eligible for the Special Update Formula**

  If your Pension Benefit is determined pursuant to the Special Update Formula, each payment equals eighty-five percent (85%) of the monthly amount that would be payable to you as a Single Life Annuity (see the ***"Single Life Annuity"*** *section.)* *This is reduced by the early retirement reduction factors attributable to the Cash Balance Account formula based on your age on your Termination of Employment. Contact the Recordkeeper for more information about these early retirement factors. See the* ***"Contact Information"*** *section for information on how to contact the Recordkeeper.*

- **Special Rule for Employees Not Eligible for the Special Update Formula and Whose Pension Benefit Is Determined Under the Frozen Pay Base Formula**

  *You are **not** eligible for a 100% J&S. See* ***"Attachment 1"*** *Groups For Whom Special Provisions Apply for more information.*

If you are receiving a 100% J&S and your Spouse or Legally Recognized Partner dies before you, the monthly amount paid to you increases (i.e., pop-up). The amount of the increase will equal the Single Life Annuity amount by which your Pension Benefit was originally reduced.

LUMP SUM DISTRIBUTION

LUMP SUM DISTRIBUTION

Full Lump Sum

If you terminated employment on or after May 25, 2018, and have a Benefit Commencement Date on or after Jun. 1, 2018, you may elect to receive your entire Pension Benefit in a full lump sum. If you receive your entire Pension Benefit in a lump sum, you will not receive a monthly pension payment.

If you are the Former Spouse who is an alternate payee of a Participant under a Qualified Domestic Relations Order (QDRO who had a Termination of Employment on or after May 25, 2018), and you have questions about your eligibility for the full lump-sum distribution option, please call the Recordkeeper for further information.

Here is how the Recordkeeper performs the calculation of your full lump sum:

The lump sum value of your Pension Benefit is equal to the greater of the following:

- Your Cash Balance Account on your Benefit Commencement Date; or
- The Actuarial Equivalent of your Normal Retirement Pension commencing on the first day of the month following your Normal Retirement Age.

Actuarial Equivalent is defined in **"Attachment 3"** *Actuarial Equivalent.*

Lump Sum and Residual Annuity

If you are eligible for a Cash Balance Account, you may be eligible to have your Pension Benefit paid in a lump sum or in a combination of a partial lump sum and monthly payments. There is a special calculation, using your Highest Pension Compensation, that determines what portion of your Pension Benefit you may take in the form of a lump sum and what portion, if any, you must take in monthly payments.

Your Highest Pension Compensation includes your Pension Compensation for any calendar year after 1996; however, it does not include the year you have a Termination of Employment, unless that is the only year for which there is Pension Compensation.

EXAMPLE: Assume your Pension Compensation for 1997 through 2013 was:

1997 - $61,000	2004 - $73,000	2011 - $81,000
1998 - $63,440	2005 - $74,000	2012 - $79,500
1999 - $65,978	2006 - $74,200	2013 – $83,471 (year of
2000 - $55,000	2007 - $75,500	Termination of Employment)
2001 - $70,000	2008 - $76,100	
2002 - $68,616	2009 - $77,000	
2003 - $72,214	2010 - $79,000	

Your Highest Pension Compensation would be $81,000.

Here is how the Recordkeeper performs the calculation of your lump sum and residual annuity, if any:

Step 1 Determine the lump sum value of your Pension Benefit derived from your Cash Balance Account. The amount is equal to the greater of the following:

- Your Cash Balance Account on your Benefit Commencement Date
- The Actuarial Equivalent of your Normal Retirement Pension commencing on the first day of the month following your Normal Retirement Age

Step 2 Determine the amount of your Highest Pension Compensation.

Step 3 Add thirty thousand dollars ($30,000) to the Highest Pension Compensation amount in Step 2.

Step 4 Subtract the amount in Step 3 from the amount in Step 1. This amount will be used to determine how much of your benefit you can receive in a lump sum.

Full Lump Sum

If the lump sum value of your Pension Benefit, as determined in Step 1 above, is equal to or less than your Highest Pension Compensation plus thirty thousand dollars ($30,000), you may elect to receive your entire Pension Benefit in a lump sum regardless of any other criteria stated in this section. If you receive your entire Pension Benefit in a lump sum, you will not receive a monthly pension payment.

EXAMPLE: Assume that at your Benefit Commencement Date you are age 50 and the lump sum value of your Pension Benefit derived from your Cash Balance Account is $100,000. Also, assume your Highest Pension Compensation is $70,000.

Since your Highest Pension Compensation of $70,000 plus $30,000 is more than or equal to the lump sum value of your account ($100,000), you may elect to receive your entire Pension Benefit as a lump sum.

Partial Lump Sum

If the lump sum value of your Pension Benefit, as determined in Step 1, is greater than your Highest Pension Compensation plus thirty thousand dollars ($30,000), you may elect to receive a lump sum for only a portion of your Pension Benefit.

The amount you may receive as a lump sum is equal to your Highest Pension Compensation calculated in Step 2. The remainder of your Pension Benefit will be paid in monthly payments.

The remainder of your Pension Benefit in Step 4 will be converted to a Single Life Annuity. You may elect a Single Life Annuity, a 50% J&S, a 75% J&S or a 100% J&S.

If you are receiving a Residual Annuity in the form of a 50% J&S, a 75% J&S, or a 100% J&S and your Spouse or Legally Recognized Partner dies before you, the monthly amount paid to you increases (i.e., pop-up). The amount of the increase will equal the Residual Annuity in the form of a Single Life Annuity amount by which your Pension Benefit was originally reduced. However, if your Termination of Employment was before Jan. 1, 1998, this increase will not apply unless you satisfied the Modified Rule of 75 on your Termination of Employment.

EXAMPLE: Assume that you are age 65 on your Benefit Commencement Date, and the lump sum value of your Pension Benefit is $150,000, which is equal to your Cash Balance Account. Also, assume your Highest Pension Compensation is $70,000.

Assume you are eligible for full lump sum payment of $150,000.

You are also eligible for partial lump sum with residual annuity determined as follows:

Subtract $70,000 from $150,000, which equals $80,000.

Since your Highest Pension Compensation of $70,000 plus $30,000 is less than the lump sum value of your account ($150,000), you are eligible for a partial lump sum payment and monthly payments for the remainder of your Pension Benefit.

The amount of your Partial Lump Sum payment is $70,000 (your Highest Pension Compensation). Your annuity payment in the form of a Single Life Annuity is equal to $695.89 per month. This represents your total benefit less the portion attributable to the partial lump sum. Your total benefit is $150,000 divided by 114.96 which equals to $1,304.80 per month. The portion attributable to the partial lump sum is 46.67% ($70,000 divided by $150,000). The residual annuity is 53.33% of $1,304.80 which equals to $695.89 per month.

- **Special Rule for Employees Whose Pension Benefit Is Determined Under the Frozen Pay Base Formula or the Special Update Formula**

*You are **not** eligible for a Lump Sum and Residual Annuity. See **"Attachment 1"** Groups For Whom Special Provisions Apply for more information.*

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

Lump Sum Repayments After Reinstatement

If you received a lump sum payment from the Program following a Termination of Employment, through a settlement, award or order involving litigation, arbitration or a grievance, you are permitted to repay your prior lump sum. In this situation, the rules below apply:

- Repayment may be made only to the extent it is consistent with the terms of the settlement, award or order requiring the reinstatement.
- You must make your repayment as required by the Plan Administrator.
- Interest will be required on the repaid amount.

SURVIVOR BENEFITS

SURVIVOR BENEFITS

KEY POINT

- *If you die before your Benefit Commencement Date, your Spouse, Legally Recognized Partner or your estate may be eligible for a benefit under this section.*

- **Special Rules for Small Survivor Benefits**

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

If you die before your Benefit Commencement Date and have a Vested Interest, your Spouse, Legally Recognized Partner or your estate will receive a benefit under this section.

Annuity Amount

Your Spouse may elect to receive a Single Life Annuity that equals the greater of:

- The amount of the Single Life Annuity derived from the Cash Balance Account determined by the Recordkeeper and based on his or her Spouse's age on the date payments begin.
- Fifty percent (50%) of the amount of the Pension Benefit payable to you as if you had elected to receive your Pension Benefit (if active, assuming you had a Termination of Employment on your date of death) in the form of a 50% J&S with any reduction for early commencement and based on the age you would have attained on the Benefit Commencement Date. See the **"Forms of Payment"** section for more information about a 50% J&S.

- **Special Rules for Active Employees Who Were Employed on Jan 1, 1998, and Who as of Dec. 31, 1997, Had a Term of Employment of at Least 15 Years or Satisfied the Modified Rule of 75**

*If greater than the amounts described above, your Spouse will receive monthly payments equal to forty-six percent (46%) of the amount of the Frozen Pay Base Formula or Special Update Formula, if applicable, that you would have received had you elected to receive your Pension Benefit in the form of a Single Life Annuity on the day of your death. However, the Single Life Annuity will not be reduced for early commencement. See the **"Forms of Payment"** section for more information about a Single Life Annuity. See **"Attachment 1"** Groups For Whom Special Provisions Apply for more information.*

Lump Sum and Residual Single Life Annuity or Full Lump Sum for Surviving Spouse

Your Spouse may elect to receive the survivor benefit equal to the amount determined in the **"Lump Sum and Residual Annuity"** section. Your Spouse may receive a lump sum payment with any remaining amount payable as a Single Life Annuity only. However, your Spouse's age will be used to determine the lump sum and residual annuity amounts.

If you terminated employment on or after May 25, 2018 and have not commenced benefits prior to June 1, 2018, your Spouse may elect to receive the survivor benefit equal to the amount determined in the **"Full Lump Sum"** section. Your Spouse may receive a full lump sum payment. However, your Spouse's age will be used to determine the lump sum amount.

Deferred Commencement by Spouse

Your Spouse may elect to defer commencement of the survivor benefit until you would have reached Normal Retirement Age. If your Spouse elects to defer and dies before payment of the Survivor Benefit has started, your Cash Balance Account will be paid as a lump sum to your Spouse's estate.

Lump Sum and Single Life Annuity or Full Lump Sum for Legally Recognized Partner

If you die before your Benefit Commencement Date without a Spouse, if applicable, your Legally Recognized Partner may elect to receive the survivor benefit equal to the amount determined in the **"Lump Sum and Residual Annuity"** section. Your Legally Recognized Partner may receive a lump sum payment with any remaining amount payable as a Single Life Annuity only. However, your Legally Recognized Partner's age will be used to determine the lump sum and residual annuity amounts.

If you terminated employment on or after May 25, 2018, and have not commenced benefits prior to June 1, 2018, your Legally Recognized Partner may elect to receive the survivor benefit equal to the amount determined in the **"Full Lump Sum"** section. Your Legally Recognized Partner may receive a full lump sum payment. However, your Legally Recognized Partner's age will be used to determine the lump sum amount.

Deferred Commencement by Legally Recognized Partner

Your Legally Recognized Partner may elect to defer commencement of the full lump sum payment until the first (1st) of the month following the fifth (5th) anniversary of your death.

Non-Spouse Survivor Benefits

If you die before your Benefit Commencement Date without a Spouse or Legally Recognized Partner, your survivor benefit will be paid to your estate, only if there is a Cash Balance Account, in the form of a lump sum equal to the amount determined in the **"Full Lump Sum"** section.

- **Special Rule for Employees Who Terminated Employment Before Aug. 1, 1997**

  Your Spouse has to be married to you (or an individual must be designated as your Legally Recognized Partner) for at least one (1) year at the time of your death to be entitled to a Survivor Benefit.

- **Special Rule for Employees Who Terminated Employment Before Aug. 1, 1997, and Did Not Satisfy the Modified Rule of 75 at Their Termination of Employment**

  If you do not waive your right to a survivor benefit (with the consent of your Spouse), your Pension Benefit will be reduced permanently to pay for the cost of the survivor benefit. Contact the Recordkeeper for more information about how to waive your survivor benefit and the cost of the coverage. See the ***"Contact Information"*** *section for information on how to contact the Recordkeeper.*

RETIREE DEATH BENEFIT

A Retiree Death Benefit may be payable to your Spouse or other Eligible Beneficiaries described in this section.

Eligibility

Your Eligible Beneficiary will receive a Retiree Death Benefit upon your death if you had a Termination of Employment before Jan. 1, 2008, and you have not received a full lump sum distribution of your Pension Benefit. In addition, you must meet both of the following requirements:

- You satisfied the Modified Rule of 75 as of your Termination of Employment.
- You meet one of the following requirements:
  - Group 1 - You were an Employee of a Participating Company on Jan. 1, 1998, and you were eligible for the death benefit plan of the Program on Jan. 1, 1998.

- Group 2 - You terminated employment before Jan. 1, 1998, and you were rehired after Jan. 1, 1998 but before Jan. 1, 2008. In addition, you were eligible for the death benefit plan of the Program or the AT&T Legacy Bargained Program at the time of your prior Termination of Employment.

- Group 3 – You transfer from the AT&T Legacy Bargained Program after Jan. 1, 1998 but before Jan. 1, 2008, and you were eligible for the death benefit plan of the AT&T Legacy Bargained Program on Jan. 1, 1998.

- **Special Rule for Employees of AT&T Virgin Islands, Inc.**

*You are **not** eligible for the Retiree Death Benefit.*

- **Special Rule for Employees who Terminated Employment Before Jan. 1, 1998 and Were not Rehired or Terminated Due to Certain Downsizings**

You may be eligible for the Retiree Death Benefit. Contact the Recordkeeper for more information.

Amount

Your Retiree Death Benefit will be determined in accordance with the following rules:

- For Employees in Groups 1 and 2 above, the amount of your Retiree Death Benefit will equal one (1) times your wages as of Dec. 31, 1997 or the date of your prior Termination of Employment, if earlier.
- For Employees in Group 3 above, the amount of your Retiree Death Benefit will be the amount that would have been payable as a Retiree Death Benefit as of the last day you were covered by the AT&T Legacy Bargained Program, as then in effect.

Source

The Retiree Death Benefit for any Management or Nonmanagement Nonunion Employee will be paid from the AT&T Retiree Death Benefit Program under AT&T Umbrella Benefit Plan No. 1 if a former Employee and AT&T Umbrella Benefit Plan No. 3 if an active Employee. Benefits may be paid from a voluntary employees' beneficiary association trust or corporate assets.

Eligible Beneficiaries

Your Retiree Death Benefit will be paid to your Mandatory Beneficiary, if you have one, and otherwise to your Discretionary Beneficiary.

Each of the following individuals is considered a Mandatory Beneficiary in the following order:

- Your Spouse, if living with you at the time of your death
- Your Legally Recognized Partner, if living with you at the time of your death
- Your unmarried dependent children under age twenty-three (23) (or over age twenty-three (23) and incapable of self-support)
- Your dependent parents

Discretionary Beneficiaries are any other relatives who are dependent on you and are receiving or are entitled to receive financial support from you at the time of your death, as determined by the Plan Administrator.

Payment of Retiree Death Benefit

If there is more than one eligible beneficiary, the Retiree Death Benefit will be paid in the following amounts and to the following:

- If you have one or more Mandatory Beneficiaries, the Program will pay the maximum amount for the Retiree Death Benefit. If there is more than one Mandatory Beneficiary, the Plan Administrator may divide the Retiree Death Benefit among the Mandatory Beneficiaries in any manner or proportion it determines in its sole discretion.

- If there is no Mandatory Beneficiary, the Plan Administrator may pay any amount of the Retiree Death Benefit it determines in its sole discretion (up to the maximum for the Retiree Death Benefit) to a Discretionary Beneficiary. The Plan Administrator may consider the degree of dependency and other factors it considers relevant in making the payment decision.

- If there is no beneficiary qualified to receive the Retiree Death Benefit, or if the amount of such benefit is less than the maximum amount allowed by the Program, the Plan Administrator may authorize such payments as may be required to defray the necessary expenses incident to your death but not to exceed five hundred dollars ($500) for your burial. In any case, Retiree Death Benefits and/or other payments will not add up to more than the maximum applicable Retiree Death Benefit.

Miscellaneous Information

Your Retiree Death Benefit will be paid in a lump sum.

Claims Deadline

All claims for the Retiree Death Benefit must be made within one (1) year of your death.

BREAK IN SERVICE

BREAK IN SERVICE RULES

KEY POINTS

- *A break in service occurs when you are not at work as scheduled.*

- *A break in your service may affect the date you begin or resume participating in the Program. It may also affect your eligibility for Pension Benefits, your Vested Interest, your Term of Employment and the amount of your Pension Benefits.*

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

NOTE: Special provisions of the Mandatory Portability Agreement and other Interchange Agreements may also affect these break in service rules. See the **"Mandatory Portability Agreement and Interchange Agreements"** section for more information about these agreements.

How Your Service Is Used

Your service is used to determine your Term of Employment and when you have a Vested Interest under the Plan. You stop earning service for all purposes on the date you have a Termination of Employment.

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

How Breaks in Service Affect Your Service

Determining Your Vested Interest

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

If You Have a Break in Service ...	How Your Years of Vesting Service Are Affected
Before you have a Vested Interest	If your break in service is five (5) or more years, your prior Years of Vesting Service will **not** be counted. If your break in service is less than five (5) years, your prior Years of Vesting Service will be determined under the applicable bridging rules. Please contact the Recordkeeper for more information.
After you have a Vested Interest	You will continue to have a Vested Interest and your prior break in service will not have an effect.

Determining Your Term of Employment

In General

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

If you are re-employed ...	Then ...
Following an absence of six (6) months or less	The absence will be treated as an absence and not a break in service, and your prior Period of Service will be included in your Term of Employment immediately upon rehire. However, the period of absence will **not** be included.
Following an absence of more than six (6) months	Your Term of Employment will only include service after your rehire. Your Period of Service before the break in service is not counted. However, if you complete five (5) years of continuous service after rehire, your prior service will be adjusted to include that prior period of employment.

Layoff or Involuntary Reduction

If you incur a Termination of Employment due to a layoff or involuntary reduction in work force, and you are rehired within three (3) years after your Termination of Employment, the absence will not be a break in service. In addition, the following rules apply:

If you are re-employed...	Then...
Following a period of absence of six (6) months or less in any 12-month period	Your Term of Employment will include that period of absence.
Following a break in service of more than six (6) months in any 12-month period	Your Term of Employment will **not** include that period of absence.
If you have more than one absence during a 12-month period and the total absences are greater than six (6) months	You will not receive credit for the final period of absence that takes the total over six (6) months or any subsequent leaves within the twelve (12) month period, until you have been re-employed for twelve (12) months.

Break in Service Due to a Leave of Absence

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

- **Special Rules for Litigation, Arbitration or Grievance**

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

EFFECT OF REHIRE WITHIN THE AT&T CONTROLLED GROUP

EFFECT OF REHIRE WITHIN THE AT&T CONTROLLED GROUP

If you are rehired by a member of the AT&T Controlled Group that participates in this Program after receiving a lump sum or a monthly annuity from this Program, your Pension Benefit since rehire will be reduced to account for the Pension Benefit you previously received. If you are receiving a monthly annuity from this Program and are rehired into a management position, your monthly annuity will not be suspended upon rehire. If you are rehired into any other position, your monthly annuity will be suspended upon rehire. In either case, the form of distribution of your prior annuity will not be changed as a result of your re-employment.

- **Special Rule for Employees Rehired by a Participating Company After Normal Retirement Age Who Work Less Than 40 Hours per Month**

Your monthly annuity will not be suspended while you are employed.

- **Special Rule for Employees Rehired into Management Positions**

Your monthly annuity will not be suspended while you are employed.

MOVING BETWEEN MEMBERS OF THE AT&T CONTROLLED GROUP

MOVING BETWEEN MEMBERS OF THE AT&T CONTROLLED GROUP

If you moved to this Program from any other Plan program, your benefit will be determined as the sum of two (2) pieces. When you have a Termination of Employment, you will be eligible to receive a distribution of your available vested Pension Benefit from both this Program and any other Plan program.

If you moved to this Program from the AT&T Legacy Bargained Program on or after July 1, 1999, your Cash Balance Account will be the sum of two (2) pieces:

- Your Cash Balance Account balance since your date of transfer, which starts at zero dollars ($0).
- Your Pension Benefit transferred from the AT&T Legacy Bargained Program, which will receive Interest Credits in this Program based on the applicable interest crediting rate used in the AT&T Legacy Bargained Program.

When you have a Termination of Employment, you will be eligible to receive a distribution of both pieces described above. You will **not** receive a benefit from the AT&T Legacy Bargained Program.

In addition to the forms of payment available under the Program, you may elect the Single Life Annuity with 10-Year Certain as an alternative form of payment for the benefit transferred from the AT&T Legacy Bargained Program. If you have questions about the Single Life Annuity with 10-Year Certain, contact the Recordkeeper. See the **"Contact Information"** section for information on how to contact the Recordkeeper.

- **Special Rule for Transfers From the AT&T Legacy Bargained Program Before July 1, 1999**

  *Your Cash Balance Account may include an additional conversion credit. Contact the Recordkeeper for more information. See the **"Contact Information"** section for information on how to contact the Recordkeeper.*

CLAIMS PROCEDURES

KEY POINTS

- *You are not required to follow these claims procedures to begin payment of your Pension Benefit under the Plan.*
- *If you think you are entitled to a benefit or a greater benefit under the Plan, or if you have any other grievance, complaint, or claim concerning the Plan, you may file a claim in writing.*

There is no need to file a claim to begin payment of your Pension Benefit. However, you do need to elect to begin your Pension Benefit before reaching your Normal Retirement Age or to elect an alternate form of benefit.

See the **"How to Begin Payment of Your Pension Benefit"** section for more information about beginning your Pension Benefit.

If you, your Spouse, Legally Recognized Partner or beneficiary (Claimant(s)), believes that he or she is entitled to a benefit or a greater benefit under the Plan, or has any other grievance, complaint, or claim concerning any aspect of the operation or administration of the Plan (including the investment of Plan assets), the Claimant may file a written claim with the Plan. An authorized representative of the Claimant may also file a claim on the Claimant's behalf. All claims for Plan benefits must be made in writing and sent to the Recordkeeper. See the **"Contact Information"** section for information on how to file a written claim for benefits.

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

NOTE: Please contact the Recordkeeper to report a death. See the **"Contact Information"** section for information on how to contact the Recordkeeper.

NOTIFICATION OF CLAIM DENIAL

NOTIFICATION OF CLAIM DENIAL

KEY POINTS

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

If the Recordkeeper denies a Claimant's claim in whole or in part (a Claim Denial), written notice will be provided. Unless the time period is extended as described below, this notice will be provided within ninety (90) calendar days of receipt of the claim by the Recordkeeper. However, in some circumstances, an extension of this notice period is necessary. If so, the 90-day period may be extended for ninety (90) more calendar days. The Claimant will receive notice of any extension before the initial notice period ends. The extension notice will state why more time is needed and the date by which a decision will be rendered.

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

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

How to Appeal a Claim Denial

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

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

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

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

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

Notice of Final Determination on Appeal

Unless the time period is extended as described below, written notice of the final benefit determination under review will be given to the Claimant within sixty (60) calendar days after the Recordkeeper receives the appeal request. However, in some circumstances, an extension of this notice period is necessary. If so, the 60-day period may be extended for sixty (60) more calendar days. The Claimant will receive notice of any extension before the initial notice period ends. The extension notice will state why more time is needed and the date by which a decision will be rendered.

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

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

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

Importance of Exhausting Administrative Remedies

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

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

Time to File Suit

Any suit based on a denial of eligibility and/or for benefits must be filed no later than one (1) year from the date of final determination by the Benefit Plan Committee.

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

PLAN ADMINISTRATION

ADMINISTRATION OF THE PLAN

KEY POINTS

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

Plan Administrator

The Plan Administrator is responsible for:

- Determining (1) your eligibility to participate in the Plan, (2) the right of a person to a benefit under the Plan, (3) the amount of any Plan benefit, (4) the full and absolute discretion to interpret the terms of the Plan and (5) the final decision on all appeals of Claim Denials. See the **"Claims Procedures"** section for more information about Claim Denials. The authority to interpret the terms of the Plan and to hear and decide appeals is currently delegated to the Benefit Plan Committee.
- Investing the Pension Fund. This responsibility is currently delegated to the Benefit Plan Investment Committee.
- All other Plan administration purposes.

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

Delegation of Duties

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

PLAN TERMINATION

AMENDMENT OR TERMINATION OF THE PLAN

The Senior Executive Vice President – Human Resources of AT&T Inc. has the right to amend the Plan at any time. If the Plan is terminated or partially terminated (as defined under applicable law), you will receive a Vested Interest in your Pension Benefit. See the **"How to Earn a Vested Interest"** section for more information on how to attain a Vested Interest.

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

It is expected that the Plan will have enough money to pay the benefits of all Plan participants. If there are insufficient funds, you may not receive the entire benefit to which you have become entitled. However, see the next section for a description of when unfunded benefits will be covered by the Pension Benefit Guaranty Corporation.

PENSION BENEFIT GUARANTY CORPORATION

PENSION BENEFIT GUARANTY CORPORATION

KEY POINTS

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

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

The PBGC guarantee generally covers:

- Normal and early retirement benefits,
- Certain disability benefits if you become disabled before the Plan terminates, and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover the following benefits:

- Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates.
- Some or all of the benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates.
- Benefits that are not vested because you do not have a Vested Interest.
- Benefits for which you have not met all requirements at the time the Plan terminates.
- Certain early-retirement payments, such as supplemental benefits that stop when you become eligible for Social Security, that result in an early-retirement monthly benefit greater than your monthly benefit at your Normal Retirement Age.
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

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

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

Office of Benefits Administration
P.O. Box 151750
Alexandria, VA 22315-9923

mailto:mypension@pbgc.gov

Facsimile: 202-229-4047

You may also call the PBGC at:

800-400-7242 (toll-free number); or

Call the federal relay service toll-free at **1-800-877-8339** and ask to be connected to **202-229-4343.**

TTY/TDD users may call the federal relay service toll free at **800-877-8339** and ask to be connected to **800-400-7242**.

Additional information about the PBGC is available through the PBGC's website at **pbgc.gov.**

PLAN INFORMATION

GENERAL PLAN INFORMATION

KEY POINTS

- *Generally, Plan assets may only be used to pay benefits to you and your beneficiaries and reasonable administrative expenses of the Plan and Pension Fund.*
- *If you get divorced or are legally separated, the Plan must pay to your Spouse or former Spouse all or a portion of your Plan benefit if required by a Qualified Domestic Relations Order (QDRO).*
- *You must keep a current mailing address for you, your Spouse, Legally Recognized Partner or beneficiaries on file with the Plan.*

Missing Participants and Beneficiaries

You must keep your current mailing address and the current mailing addresses of your Spouse, Legally Recognized Partner or beneficiaries on file with the Plan. See the **"Information Changes and Other Common Resources"** section for more information about how to keep your mailing addresses current. If you do not provide the Plan with current mailing addresses, the Recordkeeper, the Plan Administrator, the Trustee, the Participating Companies and any fiduciary under the Plan will not be responsible for any late or lost benefit payments or for failing to provide notice in a timely manner under the terms of the Program. If the Plan Administrator cannot locate you, your Spouse, Legally Recognized Partner or beneficiaries after a Plan benefit becomes payable to such person, the benefit will remain in the Pension Fund and will not revert to any state or to any other party. After satisfying all requirements imposed by law, any unclaimed amount will be forfeited. If, after the forfeiture of a benefit, you, your Spouse, Legally Recognized Partner or beneficiaries later make a valid claim for the forfeited benefit, the amount will be paid under the terms of the Program.

Top-Heavy Rules

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

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

No Assignment of Benefits

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

As required by federal law, the Plan will pay all or a portion of your Plan benefit in compliance with a QDRO, a court order issued under a state domestic relations law that has been qualified by the Plan. A QDRO transfers all or a portion of your Plan benefit to an "alternate payee" in connection with a divorce, legal separation, custody or support proceeding that meets certain requirements outlined in the Internal Revenue Code and ERISA. The alternate payee under the QDRO may be your Spouse, former Spouse, child or other dependent. The QDRO may relate to child support, alimony payments or marital property rights and may direct payment of all or part of your benefit to the alternate payee.

If you or the alternate payee becomes a party to a divorce or legal separation that affects Plan benefits, you or the alternate payee (or his or her attorney) should contact the Recordkeeper to inform the Plan of the proceeding. You also can obtain a copy of the Plan's QDRO Procedure, provided free of charge.

No Double Crediting of Benefits

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

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

Direct Rollover of Pension Benefit

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

An Eligible Rollover Distribution is a Pension Benefit paid in a lump sum. An Eligible Retirement Plan is any one or more of the following plans that agree to accept the direct rollover:

- A qualified plan described in section 401(a) of the Internal Revenue Code.
- An Individual Retirement Account or Annuity (IRA).

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

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

Consider consulting your personal tax adviser for current information about the effects of a distribution (in cash or rollover) or any other payments you receive from the Plan.

Mandatory Portability Agreement and Interchange Agreements

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

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

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

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

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

Rehire by an MPA Interchange Company

If you are rehired by an MPA interchange company after receiving a lump sum benefit from the Plan and are covered under the MPA, you may repay the entire lump sum (plus interest) to the Plan (if required by the hiring company). This lump sum repayment must be made within the time period specified by the Plan Administrator's procedures. The Pension Benefit will then be transferred from the Plan to the applicable MPA interchange company plan.

IMPORTANT: This MPA section does **not** apply while you are employed by AT&T Mobility Services LLC.

Internal Revenue Code Limits on Plan Benefits

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

Mandatory Cash-Out/Rollover Rules

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

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

Distributions to a surviving spouse, other beneficiary, or alternate payee will be paid in a single lump sum payment as soon as administratively practicable.

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

IMPORTANT: You may be able to repay a Mandatory Cash-Out payment to the Plan if you are re-employed by a Participating Company. For more information, contact the Recordkeeper. See the **"Contact Information"** section for information on how to contact the Recordkeeper.

YOUR ERISA RIGHTS

ERISA RIGHTS OF PARTICIPANTS

KEY POINTS

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

Your ERISA Rights as a Participant

As a Participant, you are entitled to certain rights and protections under ERISA including:

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

AT&T Services, Inc.
Attn: Plan Documents
P.O. Box 132160
Dallas, TX 75313-2160

- To obtain a statement of your right to receive a pension at Normal Retirement Age and which benefits would be payable at Normal Retirement Age if you stopped working under the Plan immediately. And, if you do not have a right to a pension, to obtain a statement of the number of years you must work to obtain a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Plan Fiduciaries

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

Enforcing Participants' Rights

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request a copy of the Plan documents or the latest annual report and do not receive the information within thirty (30) days, you may file suit in federal court. In such case, the court may require the Plan Administrator to provide the requested materials and pay you up to one hundred and ten dollars ($110) a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits under the Plan that is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain without charge copies of documents relating to the decision and to appeal any denial (see the **"Claims Procedures"** section for more information on how to make a claim for benefits), all within certain time schedules. In addition, if you disagree with the Plan Administrator's final decision (or lack thereof), including any final decision concerning the qualified status of a Domestic Relations Order, you may file suit in federal court.

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

How to Obtain Information

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

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

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

FUNDING OF THE PLAN

FUNDING OF THE PLAN

KEY POINTS

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

The Pension Fund

All contributions and earnings are held in the Pension Fund. The Pension Fund is the trust(s) established to hold and invest those amounts. The Trustee of the Pension Fund is the person or entity responsible for the Pension Fund's assets. The Trustee is identified in the **"Other Plan Information"** section.

Source of Plan Benefits

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

Pension Benefits and certain ancillary welfare benefits are payable from the Pension Fund. All expenses relating to the administration of the Plan may be paid from Plan assets, to the extent permitted under ERISA. Any expenses not paid from Plan assets will be paid by the Participating Companies. Certain other welfare benefits provided under the Plan are paid by the Participating Companies, a voluntary employees beneficiary association trust, or insurers, not from the Pension Fund.

Restrictions Based on Funding Level

Federal law requires that the Plan apply certain restrictions if the Plan's funding level falls below certain thresholds or if your Employer or another Participating Company, goes into bankruptcy. Currently, the Plan is funded above those levels, and the Participating Companies intend to continue funding the Plan at sufficient levels so that these restrictions will not apply. You will receive a notice if and when these restrictions become effective for the Plan. The restrictions, if applicable, could include:

- Limitation on the availability of lump sum distributions exceeding $5,000;
- Limitation on plant shutdown and similar benefits;

- Limitation on Plan amendments increasing benefits; and
- Automatic freeze of future benefit accruals.

OTHER PLAN INFORMATION

OTHER PLAN INFORMATION

Other Plan Information	
Plan Name	AT&T/WarnerMedia Pension Benefit Plan
Program Name	AT&T Legacy Management Program
Plan Number	001 (for pension benefits and certain ancillary welfare benefits) 525 (for certain other welfare benefits) 600 or 603 (for other uninsured death benefits)
Plan Sponsor/Employer Identification Number (EIN)	Warner Media, LLC 30 Hudson Yards New York, New York 10019 EIN 82-2449954
Plan Administrator	AT&T Services, Inc. P.O. Box 132160 Dallas, TX 75313-2160 **210-351-3333**
Name and Address of Employer	Affiliates of AT&T Inc. P.O. Box 132160 Dallas, TX 75313-2160 **210-351-3333**
Agent for Service of Legal Process	Process in legal actions in which the Plan is a party should be served on the Plan at the following Address CT Corporation System 1999 Bryan Street, Suite 900 Dallas, TX 75201-3136 Service of legal process also may be made upon a Trustee.

Other Plan Information	
Type of Plan	Defined benefit pension plan (with ancillary welfare benefits)
Plan Year	Jan. 1 through Dec. 31
Trustee	JPMorgan Chase Bank, N.A. 4 Metrotech, 6th Floor, NY1-C543 Brooklyn, NY 11245-0001 Attn: AT&T Client Services
Plan Funding and Contributions	Company contributions are actuarially determined and paid into a trust. All Plan benefits and administrative expenses are paid from the trust.
Plan Records	All Program records are kept on a calendar year basis beginning on Jan. 1 and ending on Dec. 31.

A-Z

DEFINITIONS

DEFINITIONS

Actuarial Equivalent. See **"Attachment 3"** *Actuarial Equivalent*.

Annuity Starting Date. See Benefit Commencement Date.

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

Benefit Commencement Date (also known as Annuity Starting Date). The first (1st) day for which a Pension Benefit is payable, as described under the section titled **"Time of Payment."**

Cash Balance Account. Your hypothetical account as determined in the **"How Your Cash Balance Account Is Calculated"** section.

Early Retirement Pension. Your Pension Benefit payable before your Normal Retirement Age. See the **"Your Program Benefits"** section and the **"Early Retirement Pension"** section.

Eligible Employee. An Employee of a Participating Company who has satisfied the Program's eligibility requirements as described in the **"Eligibility and Participation"** section.

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

Employer. The Participating Company that employs the Employee.

Hour(s) of Service. As defined in the "How to Earn a Vested Interest" section.

Interest Credits. As defined in "The Amount of Your Interest Credit" section.

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

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

Modified Rule of 75. You meet any of the following age and Term of Employment combinations at your Termination of Employment:

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

Note: Employees who satisfy the Modified Rule of 75 on or before their Termination of Employment may also be eligible for certain retiree health and welfare benefits. Refer to the relevant SPDs for more information about retiree coverage.

Nonmanagement Nonunion Employee. Each Employee designated on the payroll records of a Participating Company as being **not** a management Employee and **not** covered by an Applicable Collective Bargaining Agreement.

Normal Retirement Age. Your sixty-fifth (65^{th}) birthday if you are hired before age sixty (60). If you are hired on or after age sixty (60), it is the earlier of the fifth (5th) anniversary of the date you began participating in the Plan, or the date you have a Vested Interest in the Plan.

Normal Retirement Pension. Your Pension Benefit paid to you commencing on or after your Normal Retirement Age. See the **"Your Program Benefits"** section and the **"How Your Cash Balance Account Is Calculated"** section.

Participant. An Eligible Employee who has satisfied the requirements for participation in the Program. See the **"Participation"** section.

Pension Benefit. A Normal Retirement Pension or Early Retirement Pension taken in any form of payment as described in this SPD. See the **"Your Program Benefits"** section.

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

Spouse. The individual, if any, who is recognized as a spouse under applicable state law.

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

Termination of Employment. The date you terminate employment (for any reason with all members of the AT&T Controlled Group.

Year(s) of Vesting Service. As defined in the **"How to Earn a Vested Interest"** section.

CONTACT INFORMATION

CONTACT INFORMATION

Recordkeeper

Contact Information	
Vendor	
Name	Fidelity Service Center
Type	Pension
Services Provided	Recordkeeper

Contact Information	
Vendor Contact Numbers	
Domestic Telephone Number	**800-416-2363**
International Telephone Number	Dial your country's toll-free AT&T Direct Access number and then enter **800-416-2363.**
Hearing Impaired Telephone Number	**888-343-0860**
Vendor Mobile Application	
Mobile App	Fidelity NetBenefits
Instructions	Access the Mobile App in the App Store on your mobile device
Vendor Hours of Operation	
Hours of Operation	Service Center: Available every business day that the New York Stock Exchange (NYSE) is open from 7:30 a.m. to 11 p.m. Central time Interactive Voice Response (IVR) System: The IVR system is available 24 hours a day, seven days a week
Vendor Website	
Website	**netbenefits.com/att**
Vendor Mailing Address	
General Mailing Address	
Mailing Address Information	General questions about the Plan may be sent to:
Domestic	Fidelity Service Center P.O. Box 770003 Cincinnati, OH 45277-0065
Claims	
Claims Information	Written claims for benefits under the Plan **must** be sent to:
Claims Regular	Fidelity Service Center Claims and Appeals P.O. Box 770003 Cincinnati, OH 45277-1060
Claims Overnight	Fidelity Service Center Claims and Appeals 100 Crosby Parkway, KC1F-D Covington, KY 41015

Contact Information	
Appeals	
Appeals Information	Written appeals of a denied claim for benefits under the Plan must be sent to:
Appeals Regular	Fidelity Service Center Claims and Appeals P.O. Box 770003 Cincinnati, OH 45277-1060
Appeals Overnight	Fidelity Service Center Claims and Appeals 100 Crosby Parkway, KC1F-D Covington, KY 41015
Vendor Special Instructions	
Instructions	**IMPORTANT:** You will need your Fidelity Service Center PIN and Social Security number/customer ID when you access the Fidelity NetBenefits website or automated voice response system, or call to speak to a service associate.

Beneficiary Designation Administrator

Contact Information	
Vendor	
Name	Fidelity Service Center
Type	Pension
Services Provided	Beneficiary Designation Administrator
Vendor Contact Numbers	
Contact Numbers Information	Call the Fidelity Service Center to report the death of an employee, former employee or eligible beneficiary.
Domestic Telephone Number	**800-416-2363**
International Telephone Number	Dial your country's toll-free AT&T Direct Access number and then enter **800-416-2363.**
Hearing Impaired Telephone Number	**888-343-0860**

Contact Information	
Vendor Mobile Application	
Mobile App	Fidelity NetBenefits
Instructions	Access the Mobile App in the App Store on your mobile device
Vendor Hours of Operation	
Hours of Operation	Service Center: Available every business day that the New York Stock Exchange (NYSE) is open from 7:30 a.m. to 11 p.m. Central time Interactive Voice Response (IVR) System: The IVR system is available 24 hours a day, seven days a week
Vendor Website	
Website Access Information	**IMPORTANT:** Call the Fidelity Service Center to update your address, update beneficiary information, report the death of an employee, a former employee and/or a beneficiary. You do not need a Fidelity Service Center PIN or Social Security number/customer ID to report a death.
Website	**netbenefits.com/att**
Vendor Mailing Address	
General Mailing Address	
Domestic	Fidelity Service Center P.O. Box 770003 Cincinnati, OH 45277-0065
Claims	
Claims Information	Written claims about a denied beneficiary designation **must** be sent to:
Claims Regular	Fidelity Service Center Claims and Appeals P.O. Box 770003 Cincinnati, OH 45277-1060
Claims Overnight	Fidelity Service Center Claims and Appeals 100 Crosby Parkway, KC1F-D Covington, KY 41015

Contact Information	
Appeals	
Appeals Information	Written appeals about a denied beneficiary designation must be sent to:
Appeals Regular	Fidelity Service Center Claims and Appeals P.O. Box 770003 Cincinnati, OH 45277-1060
Appeals Overnight	Fidelity Service Center Claims and Appeals 100 Crosby Parkway, KC1F-D Covington, KY 41015
Vendor Special Instructions	
Instructions	**IMPORTANT:** You will need your Fidelity Service Center PIN and Social Security number/customer ID when you access the Fidelity NetBenefits website or automated voice response system, or call to speak to a service associate. You do not need a Fidelity Service Center PIN or Social Security number/customer ID to report a death. All beneficiary designations made using the Online Beneficiary tool will be available for future viewing and updating at your convenience. Please note that, in some cases, you may have to print your AT&T Beneficiary Designation, gather additional signatures, and then return the Form before your AT&T Beneficiary Designation is valid (for example, in cases for which spousal consent is required). Please follow the prompts for when a printed Form must be returned to the Fidelity Service Center.

COMMON RESOURCES

INFORMATION CHANGES AND OTHER COMMON RESOURCES

It's important to keep your work and home addresses current because the majority of your Benefits, payroll or similar information is sent to them. Please include any room, cubicle, apartment or suite number that will help make mail-routing more efficient. It is your responsibility to update your address, including your email address and telephone number so you can be contacted about your benefits.

Active Employee Address and Telephone Number Changes
For employees with access to the Employee intranet: **Home and work address updates:** • Go to **hraccess.att.com** and log in using your Global Logon. Click *HROneStop > Learn More > Money (menu bar on left) > Payroll & Tax Information (menu bar on left) > eLink Payroll Info, View/Update Home Address*. • On the *View/Update Home Address page*, click on Update Permanent Residence. • Make any necessary changes and click Save. • To update your work address, select Update Office/Cubicle Information, make any necessary changes and click Save. **For employees without access to the employee intranet:** Contact your supervisor or eLink assistant.

Eligible Former Employee Home Address Changes

Call the Fidelity Service Center to change your address.

Telephone numbers and dialing instructions:

800-416-2363

888-343-0860 (hearing impaired)

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

Hours of operation:

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

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

> **IMPORTANT:** These instructions are also for recipients of long-term disability benefits, Employees on a leave of absence (LOA), as well as COBRA Participants, alternate payees and survivors who have a pension benefit (including a retiree death benefit) or savings plan benefit that has yet to be paid to you.
>
> If you are not eligible to receive a pension or savings plan benefit or have already received your entire pension and savings plan benefits in a lump sum and are not eligible for a retiree death benefit from your pension plan, call the AT&T Benefits Center at **877-722-0020** to update your home address.

AT&T Benefits Intranet and Internet Access

Active Employees only from work - HROneStop

- *For health information* - **hronestop.web.att.com/group/hr-onestop/health**
- *For money/retirement information* - **hronestop.web.att.com/group/hr-onestop/money**

Active Employees from home - HROneStop

Go to **hraccess.att.com** (AT&T's secure Internet site) by logging in using your Global Logon. Click *HROneStop > Learn More >*

- *For health information click - Health (menu bar on left)*
- *For money/retirement information click – Money (menu bar on left)*

ATTACHMENTS

ATTACHMENT 1

Groups For Whom Special Provisions Apply

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

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

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

Frozen Pay Base Formula. If you were a Participant before Aug. 1, 1997, but did not meet the eligibility for the Special Update Formula below, you may be eligible for the Frozen Pay Base Formula. Your Pension Benefit will be equal to the greater of your Cash Balance Account, if applicable, or the Frozen Pay Base Formula frozen as of July 31, 1997 or your Termination of Employment, if earlier. Special rules for timing of early commencement, amount of early retirement pension, reduction factors on the forms of payment, and transfer rules for movement from the AT&T Legacy Bargained Program may apply.

Special Update Formula. If you were an Employee and a Participant on Jan. 1, 1997, you may be eligible for the Special Update Formula. Your Pension Benefit will be equal to the greatest of your Cash Balance Account, the Special Update Formula frozen as of Dec. 31, 1996, the Frozen Pay Base Formula frozen as of July 31, 1997 or your Termination of Employment, if earlier. Special rules for amount of early retirement pension and reduction factors on the forms of payment may apply.

ATTACHMENT 2

Simplified Monthly Payment Factors

Use the following factors to convert your Cash Balance Account into estimated monthly payments for Single Life Annuity. Divide your Cash Balance Account balance by the applicable factor, using your attained age in whole years and months as of your Benefit Commencement Date.

Years/ Month	0	1	2	3	4	5	6	7	8	9	10	11
21	171.00	170.96	170.92	170.88	170.84	170.80	170.76	170.72	170.68	170.64	170.60	170.56
22	170.52	170.49	170.46	170.43	170.40	170.37	170.34	170.31	170.28	170.25	170.22	170.19
23	170.16	170.12	170.08	170.04	170.00	169.96	169.92	169.88	169.84	169.80	169.76	169.72
24	169.68	169.64	169.60	169.56	169.52	169.48	169.44	169.40	169.36	169.32	169.28	169.24
25	169.20	169.16	169.12	169.08	169.04	169.00	168.96	168.92	168.88	168.84	168.80	168.76
26	168.72	168.68	168.64	168.60	168.56	168.52	168.48	168.44	168.40	168.36	168.32	168.28
27	168.24	168.19	168.14	168.09	168.04	167.99	167.94	167.89	167.84	167.79	167.74	167.69
28	167.64	167.59	167.54	167.49	167.44	167.39	167.34	167.29	167.24	167.19	167.14	167.09
29	167.04	166.98	166.92	166.86	166.80	166.74	166.68	166.62	166.56	166.50	166.44	166.38
30	166.32	166.27	166.22	166.17	166.12	166.07	166.02	158.97	158.92	158.87	158.82	158.77
31	165.72	165.65	165.58	165.51	165.44	165.37	165.30	165.23	165.16	165.09	165.02	164.95
32	164.88	164.82	164.76	164.70	164.64	164.58	164.52	164.46	164.40	164.34	164.28	164.22
33	164.16	164.09	164.02	163.95	163.88	163.81	163.74	163.67	163.60	163.53	163.46	163.39
34	163.32	163.24	163.16	163.08	163.00	162.92	162.84	162.76	162.68	162.60	162.52	162.44
35	162.36	162.28	162.20	162.12	162.04	161.96	161.88	161.80	161.72	161.64	161.56	161.48
36	161.40	161.32	161.24	161.16	161.08	161.00	160.92	160.84	160.76	160.68	160.60	160.52
37	160.44	160.35	160.26	160.17	160.08	159.99	159.90	159.81	159.72	159.63	159.54	159.45
38	159.36	159.26	159.16	159.06	158.96	158.86	158.76	158.66	158.56	158.46	158.36	158.26
39	158.16	158.06	157.96	157.86	157.76	157.66	157.56	157.46	157.36	157.26	157.16	157.06
40	156.96	156.86	156.76	156.66	156.56	156.46	156.36	156.26	156.16	156.06	155.06	155.86
41	155.76	155.64	155.52	155.40	155.28	155.16	155.04	154.92	154.80	154.68	154.56	154.44
42	154.32	154.21	154.10	153.99	153.88	153.77	153.66	153.55	153.44	153.33	153.22	153.11
43	153.00	152.87	152.74	152.61	152.48	152.35	152.22	152.09	151.96	151.83	151.70	151.57
44	151.44	151.31	151.18	151.05	150.92	150.79	150.66	150.53	150.40	150.27	150.14	150.01
45	149.88	149.79	149.70	149.61	149.52	149.43	149.34	149.25	149.16	149.07	148.98	148.89

Years/ Month	0	1	2	3	4	5	6	7	8	9	10	11
46	148.80	148.70	148.60	148.50	148.40	148.30	148.20	148.10	148.00	147.90	147.80	147.70
47	147.60	147.50	147.40	147.30	147.20	147.10	147.00	146.90	146.80	146.70	146.60	146.50
48	146.40	146.30	146.20	146.10	146.00	145.90	145.80	145.70	145.60	145.50	145.40	145.30
49	145.20	145.09	144.98	144.87	144.76	144.65	144.54	144.43	144.32	144.21	144.10	143.99
50	143.88	143.76	143.64	143.52	143.40	143.28	143.16	143.04	142.92	142.80	142.68	142.56
51	142.44	142.32	142.20	142.08	141.96	141.84	141.72	141.60	141.48	141.36	141.24	141.12
52	141.00	140.87	140.74	140.61	140.48	140.35	140.22	140.09	139.96	139.83	139.70	139.57
53	139.44	139.31	139.18	139.05	138.92	138.79	138.66	138.53	138.40	138.27	138.14	138.01
54	137.88	137.74	137.60	137.46	137.32	137.18	137.04	136.90	136.76	136.62	136.48	136.34
55	136.20	136.06	135.92	135.78	135.64	135.50	135.36	135.22	135.08	134.94	134.80	134.66
56	134.52	134.37	134.22	134.07	133.92	133.77	133.62	133.47	133.32	133.17	133.02	132.87
57	132.72	132.56	132.40	132.24	132.08	131.92	131.76	131.60	131.44	131.28	131.12	130.96
58	130.80	130.63	130.46	130.29	130.12	129.95	129.78	129.61	129.44	129.27	129.10	128.93
59	128.76	128.59	128.42	128.25	128.08	127.91	127.74	127.57	127.40	127.23	127.06	126.89
60	126.72	126.54	126.36	126.18	126.00	125.82	125.64	125.46	125.28	125.10	124.92	124.74
61	124.56	124.37	124.18	123.99	123.80	123.61	123.42	123.23	123.04	122.85	122.66	122.47
62	122.28	122.08	121.88	121.68	121.48	121.28	121.08	120.88	120.68	120.48	120.28	120.08
63	119.88	119.68	119.48	119.28	119.08	118.88	118.68	118.48	118.28	118.08	117.88	117.68
64	117.48	117.27	117.06	116.85	116.64	116.43	116.22	116.01	115.80	115.59	115.38	115.17
65	114.96	114.75	114.54	114.33	114.12	113.91	113.70	113.49	113.28	113.07	112.86	112.65
66	112.44	112.22	112.00	111.78	111.56	111.34	111.12	110.90	110.68	110.46	110.24	110.02
67	109.80	109.57	109.34	109.11	108.88	108.65	108.42	108.19	107.96	107.73	107.50	107.27
68	107.04	106.82	106.60	106.38	106.16	105.94	105.72	105.50	105.28	105.06	104.84	104.62
69	104.40	104.17	103.94	103.71	103.48	103.25	103.02	102.79	102.56	102.33	102.10	101.87
70	101.64	101.41	101.18	100.95	100.72	100.49	100.26	100.03	99.80	99.57	99.34	99.11
71	98.88	98.64	98.40	98.16	97.92	97.68	97.44	97.20	96.96	96.72	96.48	96.24
72	96.00	95.77	95.54	95.31	95.08	94.85	94.62	94.39	94.16	93.93	93.70	93.47
73	93.24	93.00	92.76	92.52	92.28	92.04	91.80	91.56	91.32	91.08	90.84	90.60
74	90.36	90.12	89.88	89.64	89.40	89.16	88.92	88.68	88.44	88.20	87.96	87.72
75	87.48	87.23	86.98	86.73	86.48	86.23	85.98	85.73	85.48	85.23	84.98	84.73
76	84.48	84.24	84.00	83.76	83.52	83.28	83.04	82.80	82.56	82.32	82.08	81.84

Years/ Month	0	1	2	3	4	5	6	7	8	9	10	11
77	81.60	81.36	81.12	80.88	80.64	80.40	80.16	79.92	79.68	79.44	79.20	78.96
78	78.72	78.48	78.24	78.00	77.76	77.52	77.28	77.04	76.80	76.56	76.32	76.08
79	75.84	75.61	75.38	75.15	74.92	74.69	74.46	74.23	74.00	73.77	73.54	73.31
80	73.08											

ATTACHMENT 3

Actuarial Equivalent

Actuarial Equivalent. Equality in value determined using the Applicable Interest Rate and Applicable Mortality Table for the calendar year in which the applicable event occurs (such as the Benefit Commencement Date or the date of the calculation):

- Applicable Interest Rate means the interest rate specified under IRC section 417(e)(3)(C) (the Statutory Applicable Interest Rate) determined as of the November of the prior calendar year.
- Applicable Mortality Table means the mortality table prescribed under IRC section 417(e)(3)(B).

Provided, however, for a Participant that terminates employment on or after Nov. 1, 2018, and elects a Benefit Commencement Date on or after Jan. 1, 2019 and on or before Apr. 1, 2019, the Actuarial Equivalent factor will be determined using the greater of the 2018 or 2019 factors that produce the highest actuarially equivalent lump sum payment from the Program.

ATTACHMENT 4

Cash Balance Account Early Retirement Reduction Factors

Attained Age	Months											
Years	0	1	2	3	4	5	6	7	8	9	10	11
21	0.119697124	0.120117079	0.120538514	0.120961434	0.121385844	0.121811751	0.122239158	0.122668072	0.123098497	0.123530440	0.123963905	0.124398898
22	0.124835424	0.125266141	0.125698348	0.126132051	0.126567253	0.127003961	0.127442180	0.127881915	0.128323171	0.128765954	0.129210268	0.129656120
23	0.130103514	0.130560130	0.131018356	0.131478198	0.131939661	0.132402750	0.132867473	0.133333834	0.133801839	0.134271495	0.134742806	0.135215779
24	0.135690421	0.136166735	0.136644730	0.137124410	0.137605781	0.138088850	0.138573623	0.139060105	0.139548303	0.140038222	0.140529869	0.141023251
25	0.141518372	0.142015240	0.142513860	0.143014239	0.143516382	0.144020297	0.144525990	0.145033466	0.145542732	0.146053794	0.146566660	0.147081334
26	0.147597824	0.148116136	0.148636277	0.149158253	0.149682070	0.150207735	0.150735254	0.151264635	0.151795884	0.152329007	0.152864010	0.153400902
27	0.153939688	0.154489560	0.155041410	0.155595245	0.156151071	0.156708898	0.157268731	0.157830578	0.158394446	0.158960343	0.159528276	0.160098252
28	0.160670279	0.161244365	0.161820515	0.162398739	0.162979044	0.163561437	0.164145925	0.164732517	0.165321220	0.165912042	0.166504990	0.167100072
29	0.167697296	0.168306748	0.168918437	0.169532371	0.170148558	0.170767007	0.171387727	0.172010724	0.172636009	0.173263589	0.173893474	0.174525670
30	0.175160188	0.175786463	0.176414993	0.177045786	0.177678851	0.178314196	0.178951828	0.179591757	0.180233991	0.180878538	0.181525407	0.182174605
31	0.182826142	0.183502178	0.184180747	0.184861859	0.185545522	0.186231747	0.186920543	0.187611921	0.188305890	0.189002460	0.189701640	0.190403441
32	0.191107873	0.191803308	0.192501299	0.193201856	0.193904988	0.194610705	0.195319016	0.196029931	0.196743460	0.197459612	0.198178398	0.198899827
33	0.199623908	0.200362862	0.201104589	0.201849097	0.202596399	0.203346505	0.204099425	0.204855170	0.205613752	0.206375180	0.207139466	0.207906621
34	0.208676655	0.209462410	0.210251174	0.211042960	0.211837778	0.212635641	0.213436560	0.214240548	0.215047616	0.215857777	0.216671042	0.217487425
35	0.218306936	0.219129588	0.219955394	0.220784365	0.221616515	0.222451856	0.223290399	0.224132158	0.224977146	0.225825374	0.226676856	0.227531605
36	0.228389632	0.229250952	0.230115576	0.230983518	0.231854791	0.232729408	0.233607381	0.234488725	0.235373452	0.236261576	0.237153110	0.238048067
37	0.238946460	0.239863262	0.240783657	0.241707660	0.242635286	0.243566548	0.244501462	0.245440043	0.246382304	0.247328262	0.248277930	0.249231325

Attained Age	Months											
Years	0	1	2	3	4	5	6	7	8	9	10	11
38	0.250188459	0.251165120	0.252145693	0.253130193	0.254118638	0.255111044	0.256107427	0.257107804	0.258112190	0.259120604	0.260133060	0.261149577
39	0.262170171	0.263194858	0.264223656	0.265256582	0.266293653	0.267334886	0.268380298	0.269429907	0.270483730	0.271541784	0.272604087	0.273670657
40	0.274741511	0.275816668	0.276896144	0.277979958	0.279068128	0.280160673	0.281257609	0.282358956	0.283464731	0.284574954	0.285689642	0.286808815
41	0.287932490	0.289097832	0.290268063	0.291443204	0.292623277	0.293808304	0.294998306	0.296193305	0.297393324	0.298598384	0.299808507	0.301023717
42	0.302244034	0.303449802	0.304660536	0.305876257	0.307096986	0.308322743	0.309553552	0.310789434	0.312030409	0.313276501	0.314527732	0.315784122
43	0.317045694	0.318354117	0.319668169	0.320987879	0.322313271	0.323644370	0.324981203	0.326323797	0.327672176	0.329026368	0.330386398	0.331752294
44	0.333124081	0.334501788	0.335885440	0.337275065	0.338670690	0.340072343	0.341480050	0.342893840	0.344313739	0.345739777	0.347171981	0.348610379
45	0.350055000	0.351412005	0.352774397	0.354142200	0.355515435	0.356894124	0.358278289	0.359667954	0.361063139	0.362463869	0.363870166	0.365282052
46	0.366699550	0.368147440	0.369601214	0.371060897	0.372526513	0.373998088	0.375475647	0.376959215	0.378448818	0.379944480	0.381446227	0.382954086
47	0.384468081	0.385988239	0.387514586	0.389047148	0.390585950	0.392131021	0.393682385	0.395240069	0.396804101	0.398374506	0.399951313	0.401534548
48	0.403124237	0.404720410	0.406323092	0.407932311	0.409548096	0.411170473	0.412799472	0.414435119	0.416077443	0.417726472	0.419382235	0.421044760
49	0.422714076	0.424419462	0.426131973	0.427851640	0.429578495	0.431312568	0.433053892	0.434802497	0.436558417	0.438321682	0.440092325	0.441870379
50	0.443655875	0.445479831	0.447311598	0.449151211	0.450998704	0.452854114	0.454717476	0.456588826	0.458468200	0.460355634	0.462251165	0.464154829
51	0.466066663	0.467986704	0.469914989	0.471851556	0.473796441	0.475749682	0.477711318	0.479681386	0.481659925	0.483646972	0.485642566	0.487646747
52	0.489659553	0.491715926	0.493781355	0.495855884	0.497939553	0.500032407	0.502134488	0.504245839	0.506366505	0.508496527	0.510635951	0.512784820
53	0.514943179	0.517111072	0.519288543	0.521475639	0.523672404	0.525878884	0.528095124	0.530321170	0.532557068	0.534802865	0.537058607	0.539324342
54	0.541600115	0.543925462	0.546261356	0.548607851	0.550964996	0.553332844	0.555711447	0.558100857	0.560501127	0.562912310	0.565334460	0.567767629
55	0.570211871	0.572667241	0.575133793	0.577611582	0.580100662	0.582601088	0.585112917	0.587636205	0.590171006	0.592717378	0.595275378	0.597845062
56	0.600426488	0.603064591	0.605715039	0.608377896	0.611053225	0.613741088	0.616441550	0.619154674	0.621880524	0.624619166	0.627370664	0.630135084
57	0.632912492	0.635750910	0.638602987	0.641468796	0.644348409	0.647241898	0.650149337	0.653070800	0.656006360	0.658956092	0.661920070	0.664898371
58	0.667891069	0.670949600	0.674023278	0.677112187	0.680216410	0.683336031	0.686471134	0.689621804	0.692788126	0.695970186	0.699168071	0.702381868

Attained Age	Months											
Years	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**
59	0.705611664	0.708857548	0.712119607	0.715397932	0.718692612	0.722003736	0.725331397	0.728675686	0.732036694	0.735414514	0.738809239	0.742220963
60	0.745649781	0.749154985	0.752678189	0.756219497	0.759779013	0.763356842	0.766953088	0.770567859	0.774201259	0.777853398	0.781524383	0.785214324
61	0.788923329	0.792715242	0.796527239	0.800359442	0.804211970	0.808084946	0.811978492	0.815892731	0.819827789	0.823783789	0.827760859	0.831759126
62	0.835778716	0.839888552	0.844020862	0.848175788	0.852353470	0.856554052	0.860777675	0.865024485	0.869294627	0.873588248	0.877905495	0.882246517
63	0.886611464	0.891000486	0.895413736	0.899851367	0.904313533	0.908800390	0.913312094	0.917848802	0.922410675	0.926997871	0.931610552	0.936248880
64	0.940913020	0.945683770	0.950481758	0.955307163	0.960160166	0.965040952	0.969949703	0.974886606	0.979851848	0.984845617	0.989868104	0.994919501
65	1.000000000											

APPENDIX

APPENDIX A

Participating Companies

- Alascom, Inc.
- AT&T Corp.
- AT&T Global Communication Services, Inc.
- AT&T Services, Inc.
- AT&T of the Virgin Islands, Inc.
- AT&T World Personnel Services, Inc.
- Teleport Communications America, LLC