Form 5500

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6047(e), 6057(b), and 6058(a) of the Internal Revenue Code (the Code).

▶ **Complete all entries in accordance with the instructions to the Form 5500.**

OMB Nos. 1210-0110
1210-0089

2012

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2012 or fiscal plan year beginning 05/08/2012 and ending 12/31/2012

A This return/report is for:
- [ ] a multiemployer plan;
- [ ] a multiple-employer plan; or
- [X] a single-employer plan;
- [ ] a DFE (specify) ____

B This return/report is:
- [X] the first return/report;
- [ ] the final return/report;
- [ ] an amended return/report;
- [X] a short plan year return/report (less than 12 months).

C If the plan is a collectively-bargained plan, check here. . . . . ▶ [ ]

D Check box if filing under:
- [X] Form 5558;
- [ ] automatic extension;
- [ ] the DFVC program;
- [ ] special extension (enter description)

Part II Basic Plan Information—enter all requested information

1a Name of plan
YP HOLDINGS LLC PENSION PLAN

1b Three-digit plan number (PN) ▶ 001

1c Effective date of plan 05/08/2012

2a Plan sponsor's name and address; include room or suite number (employer, if for a single-employer plan)

YP HOLDINGS LLC

2247 NORTHLAKE PARKWAY
TUCKER, GA 30084

2b Employer Identification Number (EIN) 80-0803728

2c Sponsor's telephone number 678-406-2778

2d Business code (see instructions) 519100

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	10/15/2013	TERI MILLER
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

Preparer's name (including firm name, if applicable) and address; include room or suite number. (optional)
MR. JERRY KARLIN

DELOITTE TAX LLP

1100 WALNUT STREET
SUITE 3300
KANSAS CITY, MO 64106-2129

Preparer's telephone number (optional) 816-474-6180

3a	Plan administrator's name and address [X] Same as Plan Sponsor Name [ ] Same as Plan Sponsor Address	**3b**	Administrator's EIN
		3c	Administrator's telephone number
4	If the name and/or EIN of the plan sponsor has changed since the last return/report filed for this plan, enter the name, EIN and the plan number from the last return/report:	**4b**	EIN
a	Sponsor's name	**4c**	PN

5	Total number of participants at the beginning of the plan year	**5**	3297
6	Number of participants as of the end of the plan year (welfare plans complete only lines **6a, 6b, 6c,** and **6d**).		
a	Active participants	**6a**	2589
b	Retired or separated participants receiving benefits	**6b**	1
c	Other retired or separated participants entitled to future benefits	**6c**	227
d	Subtotal. Add lines **6a**, **6b**, and **6c**	**6d**	2817
e	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits	**6e**	0
f	Total. Add lines **6d** and **6e**	**6f**	2817
g	Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	**6g**	
h	Number of participants that terminated employment during the plan year with accrued benefits that were less than 100% vested	**6h**	157
7	Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	**7**	

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions:
1A 1B 1C 1G 1I 3F 3H

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:

9a Plan funding arrangement (check all that apply)

(1)	[ ]	Insurance
(2)	[ ]	Code section 412(e)(3) insurance contracts
(3)	[X]	Trust
(4)	[ ]	General assets of the sponsor

9b Plan benefit arrangement (check all that apply)

(1)	[ ]	Insurance
(2)	[ ]	Code section 412(e)(3) insurance contracts
(3)	[X]	Trust
(4)	[ ]	General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

(1)	[X]	**R** (Retirement Plan Information)
(2)	[ ]	**MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
(3)	[X]	**SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary

b General Schedules

(1)	[X]	**H** (Financial Information)
(2)	[ ]	**I** (Financial Information – Small Plan)
(3)	[ ]	**A** (Insurance Information)
(4)	[X]	**C** (Service Provider Information)
(5)	[ ]	**D** (DFE/Participating Plan Information)
(6)	[ ]	**G** (Financial Transaction Schedules)

SCHEDULE SB (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Single-Employer Defined Benefit Plan Actuarial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500 or 5500-SF.**

OMB No. 1210-0110

2012

This Form is Open to Public Inspection

For calendar plan year 2012 or fiscal plan year beginning 05/08/2012 and ending 12/31/2012

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of $1,000 will be assessed for late filing of this report unless reasonable cause is established.

A Name of plan
YP HOLDINGS LLC PENSION PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF
YP HOLDINGS LLC

D Employer Identification Number (EIN)
80-0803728

E Type of plan: [X] Single [ ] Multiple-A [ ] Multiple-B

F Prior year plan size: [ ] 100 or fewer [ ] 101-500 [X] More than 500

Part I Basic Information

1 Enter the valuation date: Month 05 Day 08 Year 2012

2	Assets:			
	a Market value		**2a**	165200604
	b Actuarial value		**2b**	165200604
3	Funding target/participant count breakdown:		**(1)** Number of participants	**(2)** Funding Target
	a For retired participants and beneficiaries receiving payment	**3a**	0	0
	b For terminated vested participants	**3b**	0	0
	c For active participants:			
	(1) Non-vested benefits	**3c(1)**		23151905
	(2) Vested benefits	**3c(2)**		77867009
	(3) Total active	**3c(3)**	3297	101018914
	d Total	**3d**	3297	101018914
4	If the plan is in at-risk status, check the box and complete lines (a) and (b) [ ]			
	a Funding target disregarding prescribed at-risk assumptions		**4a**	
	b Funding target reflecting at-risk assumptions, but disregarding transition rule for plans that have been in at-risk status for fewer than five consecutive years and disregarding loading factor		**4b**	
5	Effective interest rate		**5**	7.00 %
6	Target normal cost		**6**	6109841

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE

	10/15/2013
Signature of actuary	Date
DAVID HILKO	11-05365
Type or print name of actuary	Most recent enrollment number
DELOITTE CONSULTING LLP	312-486-3057
Firm name	Telephone number (including area code)
111 SOUTH WACKER DR CHICAGO, IL 60606	
Address of the firm	

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions [ ]

Part II Beginning of Year Carryover Prefunding Balances

		(a) Carryover balance	(b) Prefunding balance
7	Balance at beginning of prior year after applicable adjustments (line 13 from prior year)	0	0
8	Portion elected for use to offset prior year's funding requirement (line 35 from prior year)	0	0
9	Amount remaining (line 7 minus line 8)	0	0
10	Interest on line 9 using prior year's actual return of 0.00%		
11	Prior year's excess contributions to be added to prefunding balance:		
a	Present value of excess contributions (line 38a from prior year)		0
b	Interest on (a) using prior year's effective interest rate of 0.00% except as otherwise provided (see instructions)		0
c	Total available at beginning of current plan year to add to prefunding balance		0
d	Portion of (c) to be added to prefunding balance		0
12	Other reductions in balances due to elections or deemed elections		
13	Balance at beginning of current year (line 9 + line 10 + line 11d – line 12)	0	0

Part III Funding Percentages

14	Funding target attainment percentage	14	163.53 %
15	Adjusted funding target attainment percentage	15	163.53 %
16	Prior year's funding percentage for purposes of determining whether carryover/prefunding balances may be used to reduce current year's funding requirement	16	0.00 %
17	If the current value of the assets of the plan is less than 70 percent of the funding target, enter such percentage	17	%

Part IV Contributions and Liquidity Shortfalls

18 Contributions made to the plan for the plan year by employer(s) and employees:

(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
			Totals ► 18(b)	0	18(c) 0

19	Discounted employer contributions – see instructions for small plan with a valuation date after the beginning of the year:		
a	Contributions allocated toward unpaid minimum required contributions from prior years.	19a	0
b	Contributions made to avoid restrictions adjusted to valuation date	19b	0
c	Contributions allocated toward minimum required contribution for current year adjusted to valuation date	19c	0

20 Quarterly contributions and liquidity shortfalls:

a Did the plan have a "funding shortfall" for the prior year? ☐ Yes ☒ No

b If line 20a is "Yes," were required quarterly installments for the current year made in a timely manner? ☐ Yes ☐ No

c If line 20a is "Yes," see instructions and complete the following table as applicable:

Liquidity shortfall as of end of quarter of this plan year

(1) 1st	(2) 2nd	(3) 3rd	(4) 4th

Part V Assumptions Used to Determine Funding Target and Target Normal Cost

21 Discount rate:

a Segment rates:

1st segment:	2nd segment:	3rd segment:	
5.54%	6.85%	7.52 %	☐ N/A, full yield curve used

b Applicable month (enter code)	**21b**	0
22 Weighted average retirement age	**22**	59

23 Mortality table(s) (see instructions) ☐ Prescribed - combined ☒ Prescribed - separate ☐ Substitute

Part VI Miscellaneous Items

24 Has a change been made in the non-prescribed actuarial assumptions for the current plan year? If "Yes," see instructions regarding required attachment	☐ Yes	☒ No
25 Has a method change been made for the current plan year? If "Yes," see instructions regarding required attachment	☐ Yes	☒ No
26 Is the plan required to provide a Schedule of Active Participants? If "Yes," see instructions regarding required attachment	☒ Yes	☐ No

27 If the plan is subject to alternative funding rules, enter applicable code and see instructions regarding attachment	**27**	

Part VII Reconciliation of Unpaid Minimum Required Contributions For Prior Years

28 Unpaid minimum required contributions for all prior years	**28**	0
29 Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (line 19a)	**29**	0
30 Remaining amount of unpaid minimum required contributions (line 28 minus line 29)	**30**	0

Part VIII Minimum Required Contribution For Current Year

31 Target normal cost and excess assets (see instructions):

a Target normal cost (line 6)	**31a**	6109841
b Excess assets, if applicable, but not greater than line 31a	**31b**	6109841

32 Amortization installments:

	Outstanding Balance	Installment
a Net shortfall amortization installment	0	0
b Waiver amortization installment	0	0

33 If a waiver has been approved for this plan year, enter the date of the ruling letter granting the approval (Month _____ Day _____ Year _____) and the waived amount	**33**	
34 Total funding requirement before reflecting carryover/prefunding balances (lines 31a - 31b + 32a + 32b - 33)	**34**	0

	Carryover balance	Prefunding balance	Total balance
35 Balances elected for use to offset funding requirement	0	0	0

36 Additional cash requirement (line 34 minus line 35)	**36**	0
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c)	**37**	0

38 Present value of excess contributions for current year (see instructions)

a Total (excess, if any, of line 37 over line 36)	**38a**	0
b Portion included in line 38a attributable to use of prefunding and funding standard carryover balances	**38b**	
39 Unpaid minimum required contribution for current year (excess, if any, of line 36 over line 37)	**39**	0
40 Unpaid minimum required contributions for all years	**40**	0

Part IX Pension Funding Relief Under Pension Relief Act of 2010 (See Instructions)

41 If an election was made to use PRA 2010 funding relief for this plan:

a Schedule elected ☐ 2 plus 7 years ☐ 15 years

b Eligible plan year(s) for which the election in line 41a was made ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011

42 Amount of acceleration adjustment	**42**	
43 Excess installment acceleration amount to be carried over to future plan years	**43**	

SCHEDULE C (Form 5500)	Service Provider Information	OMB No. 1210-0110
Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA). ▶ **File as an attachment to Form 5500.**	**2012** **This Form is Open to Public Inspection.**

For calendar plan year 2012 or fiscal plan year beginning 05/08/2012 and ending 12/31/2012

A Name of plan	**B** Three-digit plan number (PN) ▶
YP HOLDINGS LLC PENSION PLAN	001

C Plan sponsor's name as shown on line 2a of Form 5500	**D** Employer Identification Number (EIN)
YP HOLDINGS LLC	80-0803728

Part I Service Provider Information (see instructions)

You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

1 Information on Persons Receiving Only Eligible Indirect Compensation

a Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions).. . . . . [X] Yes [ ] No

b If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

DELAWARE MANAGEMENT COMPANY

23-2859589

(b) Enter name and EIN or address of person who provided you disclosure on eligible indirect compensation

PIMCO

33-0629048

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

RUSSELL INVESTMENTS

1301 SECOND AVENUE
SEATTLE, WA 98101

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

JP MORGAN

270 PARK AVENUE
NEW YORK, NY 10017-2070

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
50 21	NONE	115203	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

(a) Enter name and EIN or address (see instructions)

CAPTRUST FINANCIAL ADVISORS

4208 SIX FORKS ROAD
SUITE 1700
RALEIGH, NC 27609

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
50 27	NONE	33250	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes [ ] No [ ]	Yes [ ] No [ ]		Yes [ ] No [ ]

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

Part I Service Provider Information (continued)

3 If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

Part II Service Providers Who Fail or Refuse to Provide Information

4 Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)

(complete as many entries as needed)

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

SCHEDULE H (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Financial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2012

This Form is Open to Public Inspection

For calendar plan year 2012 or fiscal plan year beginning 05/08/2012 and ending 12/31/2012

A Name of plan
YP HOLDINGS LLC PENSION PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
YP HOLDINGS LLC

D Employer Identification Number (EIN)
80-0803728

Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a		
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)		
(2) Participant contributions	1b(2)		
(3) Other	1b(3)		
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)		
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)		
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)		
(B) Common	1c(4)(B)		
(5) Partnership/joint venture interests	1c(5)		
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)		
(9) Value of interest in common/collective trusts	1c(9)		
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)		
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)	0	163881638
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)		
(15) Other	1c(15)		

		(a) Beginning of Year	(b) End of Year
1d Employer-related investments:			
(1) Employer securities	1d(1)		
(2) Employer real property	1d(2)		
e Buildings and other property used in plan operation	1e		
f Total assets (add all amounts in lines 1a through 1e)	1f	0	163881638
Liabilities			
g Benefit claims payable	1g		
h Operating payables	1h		
i Acquisition indebtedness	1i		
j Other liabilities	1j		
k Total liabilities (add all amounts in lines 1g through1j)	1k	0	0
Net Assets			
l Net assets (subtract line 1k from line 1f)	1l	0	163881638

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: **(A)** Employers	2a(1)(A)		
(B) Participants	2a(1)(B)		
(C) Others (including rollovers)	2a(1)(C)		
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines **2a(1)(A), (B), (C),** and line **2a(2)**	2a(3)		0
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)	4529	
(B) U.S. Government securities	2b(1)(B)		
(C) Corporate debt instruments	2b(1)(C)		
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)		
(F) Other	2b(1)(F)		
(G) Total interest. Add lines **2b(1)(A)** through **(F)**	2b(1)(G)		4529
(2) Dividends: **(A)** Preferred stock	2b(2)(A)		
(B) Common stock	2b(2)(B)		
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)	2117914	
(D) Total dividends. Add lines **2b(2)(A)**, **(B)**, and **(C)**	2b(2)(D)		2117914
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: **(A)** Aggregate proceeds	2b(4)(A)		
(B) Aggregate carrying amount (see instructions)	2b(4)(B)		
(C) Subtract line **2b(4)(B)** from line **2b(4)(A)** and enter result	2b(4)(C)		0
(5) Unrealized appreciation (depreciation) of assets: **(A)** Real estate	2b(5)(A)		
(B) Other	2b(5)(B)		
(C) Total unrealized appreciation of assets. Add lines **2b(5)(A)** and **(B)**	2b(5)(C)		0

		(a) Amount	(b) Total
(6) Net investment gain (loss) from common/collective trusts	2b(6)		
(7) Net investment gain (loss) from pooled separate accounts	2b(7)		
(8) Net investment gain (loss) from master trust investment accounts	2b(8)		
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds)	2b(10)		2908042
c Other income	2c		
d Total income. Add all **income** amounts in column (b) and enter total	2d		5030485
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	6912781	
(2) To insurance carriers for the provision of benefits	2e(2)		
(3) Other	2e(3)		
(4) Total benefit payments. Add lines **2e(1)** through **(3)**	2e(4)		6912781
f Corrective distributions (see instructions)	2f		
g Certain deemed distributions of participant loans (see instructions)	2g		
h Interest expense	2h		
i Administrative expenses: **(1)** Professional fees	2i(1)		
(2) Contract administrator fees	2i(2)		
(3) Investment advisory and management fees	2i(3)	33250	
(4) Other	2i(4)	115203	
(5) Total administrative expenses. Add lines **2i(1)** through **(4)**	2i(5)		148453
j Total expenses. Add all **expense** amounts in column (b) and enter total	2j		7061234
Net Income and Reconciliation			
k Net income (loss). Subtract line **2j** from line **2d**	2k		-2030749
l Transfers of assets:			
(1) To this plan	2l(1)		165912387
(2) From this plan	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1) [X] Unqualified **(2)** [ ] Qualified **(3)** [ ] Disclaimer **(4)** [ ] Adverse

b Did the accountant perform a limited scope audit pursuant to 29 CFR 2520.103-8 and/or 103-12(d)? [ ] Yes [X] No

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: ERNST & YOUNG LLP **(2)** EIN: 34-6565596

d The opinion of an independent qualified public accountant is **not attached** because:

(1) [ ] This form is filed for a CCT, PSA, or MTIA. **(2)** [ ] It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 4l.

During the plan year:

		Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.)	4a		X	
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)	4b		X	

			Yes	No	Amount
c	Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)	4c		X	
d	Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)	4d		X	
e	Was this plan covered by a fidelity bond?	4e	X		10000000
f	Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	4f		X	
g	Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?	4g		X	
h	Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?	4h		X	
i	Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	4i	X		
j	Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked, and see instructions for format requirements.)	4j	X		
k	Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?	4k		X	
l	Has the plan failed to provide any benefit when due under the plan?	4l		X	
m	If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	4m		X	
n	If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.	4n			

5a Has a resolution to terminate the plan been adopted during the plan year or any prior plan year?
If "Yes," enter the amount of any plan assets that reverted to the employer this year..... ☐ **Yes** ☒ **No** **Amount:**

5b If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)	**5b(2)** EIN(s)	**5b(3)** PN(s)

Part V Trust Information (optional)

6a Name of trust	**6b** Trust's EIN

SCHEDULE R (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Retirement Plan Information

This schedule is required to be filed under section 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2012

This Form is Open to Public Inspection.

For calendar plan year 2012 or fiscal plan year beginning 05/08/2012 and ending 12/31/2012

A Name of plan
YP HOLDINGS LLC PENSION PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
YP HOLDINGS LLC

D Employer Identification Number (EIN)
80-0803728

Part I Distributions

All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions **1** 0

2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits):

EIN(s): 04-6568107

Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.

3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year. **3** 31

Part II Funding Information (If the plan is not subject to the minimum funding requirements of section of 412 of the Internal Revenue Code or ERISA section 302, skip this Part)

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)? ..... ☐ **Yes** ☒ **No** ☐ **N/A**

If the plan is a defined benefit plan, go to line 8.

5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. **Date:** Month _____ Day _____ Year _____

If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.

6 **a** Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived) **6a**

b Enter the amount contributed by the employer to the plan for this plan year **6b**

c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount) **6c**

If you completed line 6c, skip lines 8 and 9.

7 Will the minimum funding amount reported on line 6c be met by the funding deadline? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change? ..... ☐ **Yes** ☐ **No** ☒ **N/A**

Part III Amendments

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box. ..... ☐ **Increase** ☐ **Decrease** ☐ **Both** ☒ **No**

Part IV ESOPs (see instructions). If this is not a plan described under Section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.

10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan? ..... ☐ **Yes** ☐ **No**

11 **a** Does the ESOP hold any preferred stock? ..... ☐ **Yes** ☐ **No**

b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.) ..... ☐ **Yes** ☐ **No**

12 Does the ESOP hold any stock that is not readily tradable on an established securities market? ..... ☐ **Yes** ☐ **No**

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that contributed more than 5% of total contributions to the plan during the plan year (measured in dollars). See instructions. *Complete as many entries as needed to report all applicable employers.*

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

14 Enter the number of participants on whose behalf no contributions were made by an employer as an employer of the participant for:

a The current year	**14a**	
b The plan year immediately preceding the current plan year	**14b**	
c The second preceding plan year	**14c**	

15 Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	**15a**	
b The corresponding number for the second preceding plan year	**15b**	

16 Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	**16a**	
b If line 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	**16b**	

17 If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment. ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

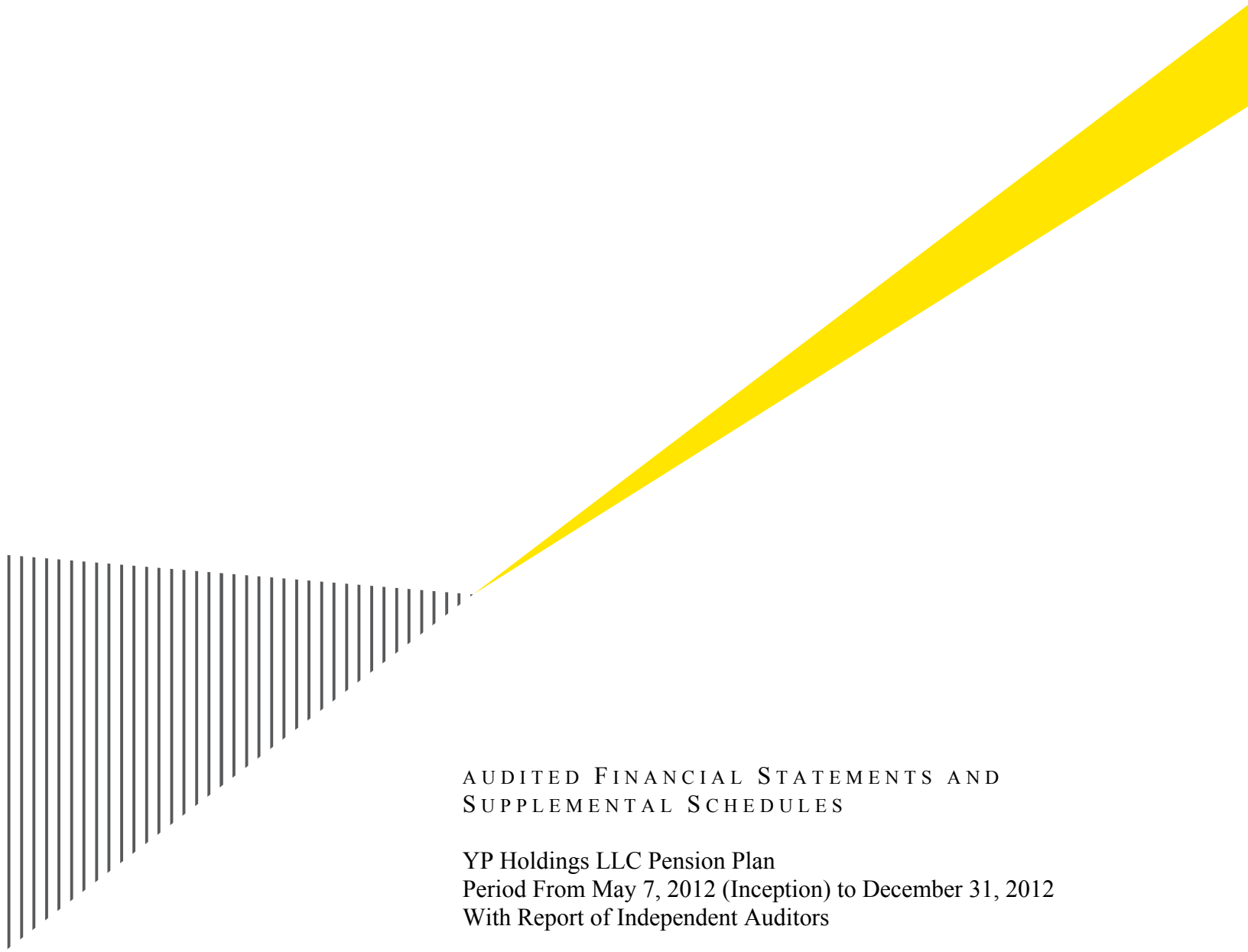
18 If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment ☐

19 If the total number of participants is 1,000 or more, complete lines (a) through (c)

a Enter the percentage of plan assets held as:
Stock: 0% Investment-Grade Debt: 91% High-Yield Debt: 9% Real Estate: 0% Other: 0%

b Provide the average duration of the combined investment-grade and high-yield debt:
☐ 0-3 years ☐ 3-6 years ☒ 6-9 years ☐ 9-12 years ☐ 12-15 years ☐ 15-18 years ☐ 18-21 years ☐ 21 years or more

c What duration measure was used to calculate line 19(b)?
☒ Effective duration ☐ Macaulay duration ☐ Modified duration ☐ Other (specify):



AUDITED FINANCIAL STATEMENTS AND
SUPPLEMENTAL SCHEDULES

YP Holdings LLC Pension Plan
Period From May 7, 2012 (Inception) to December 31, 2012
With Report of Independent Auditors

Ernst & Young LLP

ERNST & YOUNG

YP Holdings LLC Pension Plan

Audited Financial Statements and Supplemental Schedules

Period From May 7, 2012 (Inception) to December 31, 2012

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Report of Independent Auditors

The Plan Administrator
YP Holdings LLC Pension Plan

We have audited the accompanying financial statements of YP Holdings LLC Pension Plan, which comprise the statement of net assets available for benefits as of December 31, 2012 and the related statement of changes in net assets available for benefits for the period from May 7, 2012 (inception) through December 31, 2012, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

A member firm of Ernst & Young Global Limited

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the net assets available for benefits of YP Holdings LLC Pension Plan at December 31, 2012, and the changes in its net assets available for benefits for the period from May 7, 2012 (inception) through December 31, 2012 and the financial status of YP Holdings LLC Pension Plan at May 7, 2012 (inception), in conformity with U.S. generally accepted accounting principles.

Supplemental Schedules

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplemental schedules of assets (held at end of year) as of December 31, 2012, and reportable transactions for the period from May 7, 2012 (inception) through December 31, 2012 are presented for purposes of additional analysis and are not a required part of the financial statements but are supplementary information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Ernst & Young LLP

October 15, 2013

A member firm of Ernst & Young Global Limited

YP Holdings LLC Pension Plan

Statement of Net Assets Available For Benefits

December 31, 2012

Assets	
Investments at fair value:	
Mutual funds	$ 163,881,638
Total assets	163,881,638
Net assets available for benefits	$ 163,881,638

See accompanying notes.

YP Holdings LLC Pension Plan

Statement of Changes in Net Assets Available for Benefits

Period From May 7, 2012 (Inception) to December 31, 2012

Additions	
Investment income:	
Interest and dividends	$ 2,122,443
Net appreciation in fair value of investments	2,908,042
Total additions	5,030,485
Deductions	
Benefits paid	6,912,781
Administrative expenses	148,453
Total deductions	7,061,234
Net decrease before transfer	(2,030,749)
Transfer in from AT&T Pension Benefit Plan	165,912,387
Net assets available for benefits:	
Beginning of period	–
End of year	$ 163,881,638

See accompanying notes.

YP Holdings LLC Pension Plan

Notes to Financial Statements

December 31, 2012

1. Description of Plan

The following description of the YP Holdings LLC Pension Plan (the Plan) provides general information about the Plan's provisions. YP Holdings LLC (YP or the Company) is the Plan sponsor. Participants should refer to the Plan document and summary plan description for a more complete description of the Plan's provisions, copies of which may be obtained from the Plan sponsor.

General

On May 9, 2012, the Company completed the acquisition of the print and digital advertising business of AT&T Yellow Pages Holdings, LLC. Effective May 7, 2012, the Company formed the YP Holdings LLC Pension Plan. In connection with the sale of AT&T Inc.'s (AT&T) Advertising Solutions and Interactive business to YP, the fair value of approximately $166,000,000 of assets related to active bargaining participants were transferred from the AT&T Pension Benefit Plan (AT&T Plan) to the Plan. Each active participant in the AT&T Plan one day prior to the May 7, 2012 effective date became an active participant of the Plan. The corresponding accrued benefit obligations under the AT&T Plan were transferred to the Plan on May 7, 2012.

The Plan is a noncontributory qualified defined benefit pension plan that covers substantially all U.S. bargained employees of the Plan sponsor and is subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA). Employees are eligible to participate in the Plan if they meet the eligibility requirements for the underlying applicable program, which are discussed below.

The Compensation Committee (the Committee) is responsible for the general administration of the Plan. JP Morgan is the trustee of the Plan.

Eligibility, Vesting and Benefits

The Plan and related programs are based on the AT&T Plan. Accordingly there are effective dates contained in the program descriptions that pre-date the existence of the Plan. In addition, there are AT&T predecessor entities mentioned in the Plan program descriptions that have been succeeded by entities within the YP Holdings, LLC Controlled Group.

1. Description of Plan (continued)

The Plan maintains the following programs under which participants' benefits are calculated:

- The Bargained Cash Balance Program maintains benefits for various collective bargaining units that have negotiated for their members to receive this specific cash balance form of pension benefit, but excludes new hires from certain collective bargaining units beginning August 8, 2009.

- The Bargained Cash Balance Program #2 maintains benefits for various collective bargaining units that have negotiated for their members to receive this specific cash balance form of pension benefits and includes a substantial majority of bargained employees hired after August 8, 2009.

- The Southwest Program maintains benefits for various collective bargaining units that have negotiated for their members to receive this pension benefit and covers participants employed by Southwestern Bell Yellow Pages, Inc. or successor entity (or a Nonmanagement Nonunion employee in the same business unit) as defined by the Plan document, but excludes most new hires after various negotiated dates beginning August 8, 2009.

- The West Program maintains benefits for various collective bargaining units that have negotiated for their members to receive this pension benefit and covers participants employed by a West Participating Company or successor entity, as defined by the Plan document, but excludes most new hires after various negotiation dates beginning after August 8, 2009.

- The Southeast Program maintains benefits for various collective bargaining units that have negotiated for their members to receive this pension benefit and covers participants employed by a Southeast Participating Company, as defined by the Plan document, but excludes most new hires after various negotiated dates beginning August 8, 2009.

- The East Program maintains benefits for various collective bargaining units that have negotiated for their members to receive this benefit and covers participants employed by an East Participating Company or successor entity, as defined by the Plan document but excludes most new hires after various negotiated dates beginning after August 8, 2009.

1. Description of Plan (continued)

- The Midwest Program maintains benefits for various collective bargaining units that have negotiated for their members to receive this pension benefit and covers participants employed by a Midwest Participating Company or successor entity, as defined by the Plan, but excludes most new hires after various negotiated dates beginning after August 8, 2009.

Bargained Cash Balance Program

Under the Bargained Cash Balance Program, employee pension benefits are calculated using a cash balance formula applying the percentage of pay that is credited to a hypothetical account that accrues interest at a market rate based on the yield on 30-year U.S. Treasury securities. Employees of certain collectively bargained units become eligible to participate in the Bargained Cash Balance Program if they have completed one year of service and are vested after five years of service (effective January 1, 2010, for active employees, three years of service). Once vested and following a termination of employment, employees may elect to receive their benefit in the form of a lump sum, life annuity, or joint and survivor annuity in accordance with the terms of the Plan document.

Bargained Cash Balance Program #2

Under the Bargained Cash Balance Program #2, employee pension benefits are calculated using a cash balance formula applying a percentage of pay based on age plus 2% supplemental credits of pay that exceeds the Social Security Wage Base, which is credited to a hypothetical account that accrues 4.5% interest. Employees become eligible to participate in the Bargained Cash Balance Program #2 if they have completed once year of service and are vested after three years of service. Once vested and following termination of employment, employees may generally elect to receive their benefit in the form of an annuity or a joint and survivor annuity (and for certain bargained groups a lump sum) in accordance with the terms of the Plan document.

Effective on and after October 30, 2012, the Bargained Cash Balance Program #2 is partially frozen to program participants from Bargaining Unit CWA District 1. Interest credits for Bargaining Unit District 1 employees shall continue to accrue, however, the program participants shall not receive additional basic benefit credits or supplemental pay credits after the effective date. In addition, effective on and after November 30, 2012 the program is also frozen to program participants from Bargaining Unit CWA District 3. Interest credits for

1. Description of Plan (continued)

Bargaining Units District 3 employees shall continue to accrue, however, the program participants shall not receive additional basic benefit credits or supplemental pay credits after the effective date. The benefit accrual freeze is not reflected in the accumulated plan benefits as of May 7, 2012.

Effective on and after October 30, 2012, the Bargained Cash Balance Program #2 is closed to new, rehired, or transferred employees from Bargaining Unit CWA District 1. Effective on and after November 30, 2012, the Bargained Cash Balance Program #2 is closed to new, rehired or transferred employees from Bargaining Unit CWA District 3.

Southwest Program

Under the Southwest Program, employee pension benefits for bargained employees are generally calculated using a pension benefit formula based on a flat dollar amount per year of service according to job classification. Employees of certain collectively bargained units become eligible to participate in the Southwest Program if they have completed one year of service and are vested after five years of service (effective January 1, 2010, for active employees represented by certain, but not all, collective bargaining agreements, three years of service). Once vested and following a termination of employment, employees may elect to receive their benefit in the form of a lump sum, life annuity, or joint and survivor annuity in accordance with the terms of the Plan document.

West Program

Under the West Program, employee pension benefits are generally calculated using a pension benefit formula based on a flat dollar amount per year of service according to job classification. Employees in certain collectively bargained units become eligible to participate in the West Program if they have completed one year of service and are vested after five years of service. Once vested and following a termination of employment, employees may elect to receive their benefit in the form of a lump sum if elected within the applicable time period specified under the AT&T Plan, life annuity, or joint survivor annuity in accordance with the terms of the Plan document.

1. Description of Plan (continued)

East Program

Under the East Program, employee pension benefits are generally calculated using a cash balance formula applying basic benefit credits determined based on pay and service category and promotion credits where applicable, which are credited to a hypothetical account that accrues interest based on a negotiated interest crediting rate of 4% and for employees employed on or after August 8, 2009, the annual market rate based on 30-year U.S. Treasury securities. Employees of certain collectively bargained units become eligible to participate in the East Program if they have completed one year of service and are vested after five years of service (effective January 1, 2010, for active employees, three years of service). Once vested and following a termination of employment, employees may elect to receive their benefit in the form of a lump sum, life annuity, joint and survivor annuity, life annuity with a lump sum to surviving spouse or estate, or a combination of lump sum and life annuity in accordance with the terms of the Plan document.

Effective on and after October 30, 2012, the East Program is partially frozen to Program Participants. Interest credits shall continue to accrue; however, the program participants shall not receive additional basic benefit credits or promotion credits after the effective date. The benefit accrual freeze is not reflected in the accumulated plan benefits as of May 7, 2012.

Effective on and after October 30, 2012, the East Program is closed to new, rehired, or transferred employees.

Midwest Program

Under the Midwest Program, employee pension benefits are generally calculated using a pension benefit formula based on a flat dollar amount per year of service according to job classification. Employees of certain collectively bargained units become eligible to participate in the Midwest Program if they have completed one year of service after attaining the age of 21 and are vested after five years of service. Once vested and following a termination of employment, employees may elect to receive their benefit in the form of a lump sum, life annuity, or joint and survivor annuity in accordance with the terms of the Plan.

1. Description of Plan (continued)

Southeast Program

Under the Southeast Program, employee pension benefits are generally calculated using a cash balance formula based on credits, determined by reference to pension bands that are credited to a hypothetical account that accrues interest at a market rate based on the yield on 30-year U.S. Treasury securities. Benefits prior to January 1, 1999, remain under the traditional dollar per year of service annuity pension formula. Employees of certain collectively bargained units become eligible to participate in the Southeast Program immediately and are vested after five years of service (effective January 1, 2010, for active employees, three years of service). Once vested and following a termination of employment, employees may elect to receive their benefit in the form of a lump sum, life annuity, joint and survivor annuity, or a combination of lump sum and annuity in accordance with terms of the Plan.

Effective on and after November 30, 2012, the Southeast Program is partially frozen to Program Participants. Interest credits shall continue to accrue, however, the Program Participants shall not receive additional basic benefit credits after the effective date. The benefit accrual freeze is not reflected in the accumulated plan benefits as of May 7, 2012.

Effective on and after November 30, 2012, the Southeast Program is closed to new, rehired, or transferred employees.

Funding

The Company contributes such amounts as are necessary to provide assets sufficient to meet the benefits to be paid to participants and satisfy the ERISA minimum funding requirements. Contributions to the Plan are determined on a going-concern basis by an actuarial cost method known as the unit credit method. Under this method, benefits are estimated at each decrement age using service and earnings as of the valuation date, such that accumulated net assets of the Plan (including future investment earnings and contributions as estimated by the enrolled actuary) should be sufficient to pay all future benefits for current and former employees and their beneficiaries at the time those benefits become payable. The actual return on investments (when positive) of the Plan serves to reduce future contributions that would otherwise be required to provide the defined level of benefits.

The Plan has met the ERISA minimum funding requirements for the period ended December 31, 2012.

1. Description of Plan (continued)

Plan Termination

Although it has not expressed an intention to do so, the Company reserves the right under the Plan to discontinue its contributions at any time and to terminate the Plan subject to the provisions of ERISA. Upon termination, the net assets of the Plan will be allocated for payment to the participants in order of priority as prescribed by ERISA and its related regulations and the Plan document.

Whether all participants receive their benefits should the Plan terminate at some future time will depend on the sufficiency, at that time, of the Plan's net assets to provide for accumulated plan benefits and may also depend on the financial condition of the Company and the level of benefits guaranteed by the Pension Benefit Guaranty Corporation (PBGC) as well as the priority of those benefits. Some benefits may be fully or partially provided for by the then-existing net assets of the Plan and the PBGC guarantee, while other benefits may not be provided for at all.

2. Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

Payment of Benefits

Benefits are recorded when paid.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes and supplemental schedules. Actual results could differ from those estimates.

2. Summary of Significant Accounting Policies (continued)

Investment Valuation and Income Recognition

Investments are stated at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. See Note 4 for discussion of fair value measurements. Investments in securities traded on a national securities exchange are valued at the last reported sales price on the last business day of the year. If no sale was reported on that date, they are valued at the last reported bid price.

Purchases and sales of securities are reflected as of the trade date. Dividend income is recognized on the ex-dividend date. Interest earned on investments is recognized on the accrual basis. Net appreciation includes the Plan's gains and losses on investment bought and sold as well as held during the year.

New Accounting Pronouncements

In May 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2011-04, *Amendments to Achieve Common Fair Value Measurements and Disclosure Requirements in U.S. GAAP and IFRS* (ASU 2011-04). ASU 2011-04 amended Accounting Standards Codification (ASC) 820, *Fair Value Measurement,* to converge the fair value measurement guidance in U.S. GAAP and International Financial Reporting Standards (IFRS). Some of the amendments clarify the application of existing fair value measurement requirements, while other amendments change a particular principle in ASC 820. In addition, disclosures are not required for non-public entities, as defined in ASC 820. The amendments are to be applied prospectively and are in effect for annual periods beginning after December 15, 2011. Adoption of ASU 2011-04 did not have an effect on the Plan's net assets available for benefits or its changes in net assets available for benefits.

3. Accumulated Plan Benefits

Accumulated plan benefits are those estimated future periodic payments, including lump sum distributions, that are attributable under the Plan's provisions to the service that employees have rendered to the Company's participating subsidiaries as of the valuation date. Accumulated plan benefits include benefits expected to be paid to: (a) retired or terminated employees or their beneficiaries; (b) beneficiaries of deceased employees; and (c) present employees or their beneficiaries. The accumulated plan benefits for active employees are based on census data and

3. Accumulated Plan Benefits (continued)

the plan provisions in effect at the beginning of the Plan year. Benefits payable upon retirement, death, disability, or withdrawal are included to the extent that they are deemed attributable to employee service rendered as of the valuation date.

The actuarial present value of accumulated plan benefits is that amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money (through discounts for interest) and the probability of payment (by means of decrements such as for death, disability, withdrawal, or retirement) between the valuation date and the expected date of payment. The significant assumptions used to determine the actuarial present values of accumulated plan benefits include (a) rates of retirement depending on age, years of service, and gender; (b) rates of mortality based on RP-00 Mortality Tables; and (c) an assumed rate on Plan assets of return of 7.0%.

The foregoing actuarial assumptions are based on the presumption that the Plan will continue. Were the Plan to terminate, different actuarial assumptions and other factors might be applicable in determining the actuarial present value of accumulated plan benefits.

The accumulated plan benefit information as of the inception of the Plan is as follows:

	May 7, 2012
Actuarial present value of accumulated plan benefits:	
Vested benefits:	
Participants currently receiving benefits	$ –
Other participants	82,381,307
Total vested benefits	82,381,307
Non-vested benefits	25,133,496
Total actuarial present value of accumulated plan benefits	$ 107,514,803

Because the benefit information date of May 7, 2012, was the date of the inception of the plan, no statement of changes in actuarial present value of accumulated plan benefits is presented.

4. Fair Value Measurements

Fair value is defined under ASC 820 as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (i.e., an exit price). To measure fair value, a hierarchy has been established that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs. As such, the hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets and liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy in ASC 820 are described below:

Level 1 – Unadjusted quoted prices in active markets that are accessible to the reporting entity at the measurement date for identical assets and liabilities.

Level 2 – Inputs other than quoted prices in active markets for identical assets and liabilities that are observable either directly or indirectly for substantially the full term of the asset or liability. Level 2 inputs include the following:

- Quoted prices for similar assets and liabilities in active markets
- Quoted prices for identical or similar assets or liabilities in markets that are not active
- Observable inputs other than quoted prices that are used in the valuation of the asset or liabilities (e.g., interest rate and yield curve quotes at commonly quoted intervals)
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means

Level 3 – Unobservable inputs for the asset or liability (i.e., supported by little or no market activity. Level 3 inputs include management's own assumption about the assumptions that market participants would use in pricing the asset or liability (including assumptions about risk).

The level in the fair value hierarchy within which the fair value measurement is classified is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Following is a description of the valuation techniques and inputs used for each major class of assets and liabilities measured at fair value.

4. Fair Value Measurements (continued)

Shares of mutual funds are valued based on quoted market prices, which represent the net asset value of shares held at year-end.

The following table sets forth by level, within the fair value hierarchy, the Plan's assets carried at fair value at December 31, 2012.

	Assets at Fair Value			
	Level 1	**Level 2**	**Level 3**	**Total**
Mutual funds:				
Fixed income funds	$163,881,638	$ –	$ –	$163,881,638
Total assets at fair value	$163,881,638	$ –	$ –	$163,881,638

5. Investments

The fair value of individual investments that represent 5% or more of the Plan's net assets available for benefits are as follows:

	December 31 2012
PIMCO Investment Grade Corporate Bond Fund	$ 61,821,375
Russell Investment Grade Bond Fund	55,105,667
Delaware Extended Duration Bond Fund	23,722,278
PIMCO Long-Term US Government Fund	22,791,636

During the period ended December 31, 2012, the Plan's investments (including investments bought, sold, as well as held during the year) appreciated in fair value by $2,908,042.

6. Income Tax Status

The Plan intends to apply for a determination letter from the Internal Revenue Service stating that the Plan is qualified under Section 401(a) of the Internal Revenue Code (the Code). The Company believes that the Plan is designed and currently being operated in compliance with the applicable requirements of the Code and that the Plan was qualified and tax-exempt as of December 31, 2012.

6. Income Tax Status (continued)

Accounting principles generally accepted in the United States require Plan management to evaluate uncertain tax positions taken by the Plan. The financial statement effects of a tax position are recognized when the position is more likely than not, based on the technical merits, to be sustained upon examination by the IRS. The Company has analyzed the tax positions taken by the Plan, and has concluded that as of December 31, 2012, there were no uncertain positions taken or expected to be taken. The Plan has recognized no interest or penalties related to uncertain tax positions. The Plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

7. Related-Party Transactions

Certain of the Plan's assets are invested in funds managed by the trustee of the Plan. These transactions qualify as party-in-interest transactions; however, they are exempt from the prohibited transactions rules under ERISA.

8. Administrative Expenses

The Plan incurs administrative expenses directly related to the Plan and include fees related to the administration and operation of the Plan. These expenses are reported on the statement of changes in net assets available for benefits as administrative expenses. Expenses relating to purchases, sales or transfers of the Plan's investments are charged to the particular investment fund to which the expenses relate. All other administrative expenses are paid by the Company on behalf of the Plan.

9. Risks and Uncertainties

The Plan invests in various securities. Investment securities are exposed to various risks such as interest rate, liquidity, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statement of net assets available for benefits.

The actuarial present value of accumulated plan benefits is reported based on certain assumptions pertaining to interest rates, inflation rates, and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimation and assumption process, it is at least reasonably possible that changes in these estimates and assumptions in the near term would be material to the financial statements.

10. Plan Amendment

In late 2012, the Company began outsourcing certain functions resulting in a reduction in the workforce. All active participants of the Plan that were terminated as a result of the reduction in workforce were fully vested in their benefits if they were not already fully vested. As of October 15, 2013, the reduction in the workforce is still in progress. Any employees terminated in the future related to this workforce reduction will also become fully vested in their benefits. The resulting reduction in the number of active plan participants is not reflected in the accumulated plan benefits as of May 7, 2012, as disclosed in Note 4.

11. Subsequent Events

In June 2013, the Plan Sponsor changed the Plan Trustee from JP Morgan to Wells Fargo.

Effective on and after August 31, 2013, the Midwest Program is closed to new, rehired or transferred employees. In addition, the basic monthly pension benefit calculation for commissioned advertising sales employees employed prior to May 31, 2006, and after May 31, 2006, was amended for employees terminating on or after August 31, 2013.

Effective on and after August 31, 2013, the Bargain Cash Balance Program #2 is partially frozen to program participants from Bargaining Unit CWA District 4. Interest credits shall continue to accrue; however; the program participants shall not receive additional basic benefit credits after the effective date.

Management evaluated subsequent events for the Plan through October 15, 2013, the date the financial statements were available to be issued.

Supplemental Schedules

YP Holdings LLC Pension Plan

EIN #80-0803728 Plan #001

Schedule H, Line 4i – Schedule of Assets
(Held at End of Year)

December 31, 2012

Identity of Issue, Borrower, Lessor, or Similar Party	Description of Investment Including Maturity Date, Rate of Interest, Collateral, Par, or Maturity Value	Cost	Current Value
Mutual Funds:			
PIMCO Investment Grade Corporate Bond Fund	5,559,476 shares	$ 61,441,218	$ 61,821,375
Russell Investment Grade Bond Fund	2,461,173 shares	56,139,532	55,105,667
Delaware Extended Duration Bond Fund	3,498,861 shares	24,577,515	23,722,278
PIMCO Long-Term US Government Fund	2,062,591 shares	24,182,873	22,791,636
* JP Morgan Prime Market-Premier Fund	440,641 shares	440,682	440,682
		$ 166,781,820	$ 163,881,638

* Party in interest

YP Holdings LLC Pension Plan

EIN #80-0803728 Plan #001

Schedule H, Line 4j – Schedule of Reportable Transactions

Period From May 7, 2012 (Inception) through December 31, 2012

Identity of Party Involved	Description of Asset (Include Interest Rate and Maturity in Case of a Loan)	Purchase Price	Selling Price	Cost of Asset	Current Value of Asset on Transaction Date	Net Gain or (Loss)
Single transactions in excess of 5% of plan assets						
JP Morgan	JPMORGAN PRIME MMKT – PREMIER SHR FUND	$ 150,100,000	$ –	$ 150,100,00	$ 150,100,00	$ –
JP Morgan	JPMORGAN PRIME MMKT – PREMIER SHR FUND	–	72,115,000	72,115,000	72,115,000	–
JP Morgan	JPMORGAN PRIME MMKT – PREMIER SHR FUND	31,607,898	–	31,607,898	31,607,898	–
JP Morgan	JPMORGAN PRIME MMKT – PREMIER SHR FUND	–	100,000,000	100,000,000	100,000,000	–
JP Morgan	JPMORGAN PRIME MMKT – PREMIER SHR FUND	15,759,397	–	15,759,397	15,759,397	–
JP Morgan	JPMORGAN PRIME MMKT – PREMIER SHR FUND	–	18,000,000	18,000,000	18,000,000	–
Delaware Group	Delaware Extended Duration Bond Fund	20,300,000	–	20,300,000	20,300,000	–
Russell Investments	Russell Investment Grade Bond Fund Class Y	20,115,000	–	20,115,000	20,115,000	–
Russell Investments	Russell Investment Grade Bond Fund Class Y	29,000,000	–	29,000,000	29,000,000	–
PIMCO	PIMCO Long-Term U.S. Government Fund INSTL	21,500,000	–	21,500,000	21,500,000	–
PIMCO	PIMCO Investment Grade Corporate Bond Fund	49,500,000	–	49,500,000	49,500,000	–
Series of transactions in excess of 5% of plan assets						
JP Morgan	JPMORGAN PRIME MMKT – PREMIER SHR FUND	$ 197,470,401	$ –	$ 197,470,401	$ 197,470,401	$ –
JP Morgan	JPMORGAN PRIME MMKT – PREMIER SHR FUND	–	197,029,759	197,029,759	197,029,759	–
Delaware Group	Delaware Extended Duration Bond Fund	24,577,515	–	24,577,515	24,577,515	–
Russell Investments	Russell Investment Grade Bond Fund Class Y	56,139,532	–	56,139,532	56,139,532	–
PIMCO	PIMCO Long-Term U.S. Government Fund INSTL	24,182,873	–	24,182,873	24,182,873	–
PIMCO	PIMCO Investment Grade Corporate Bond Fund	61,441,218	–	61,441,218	61,441,218	–

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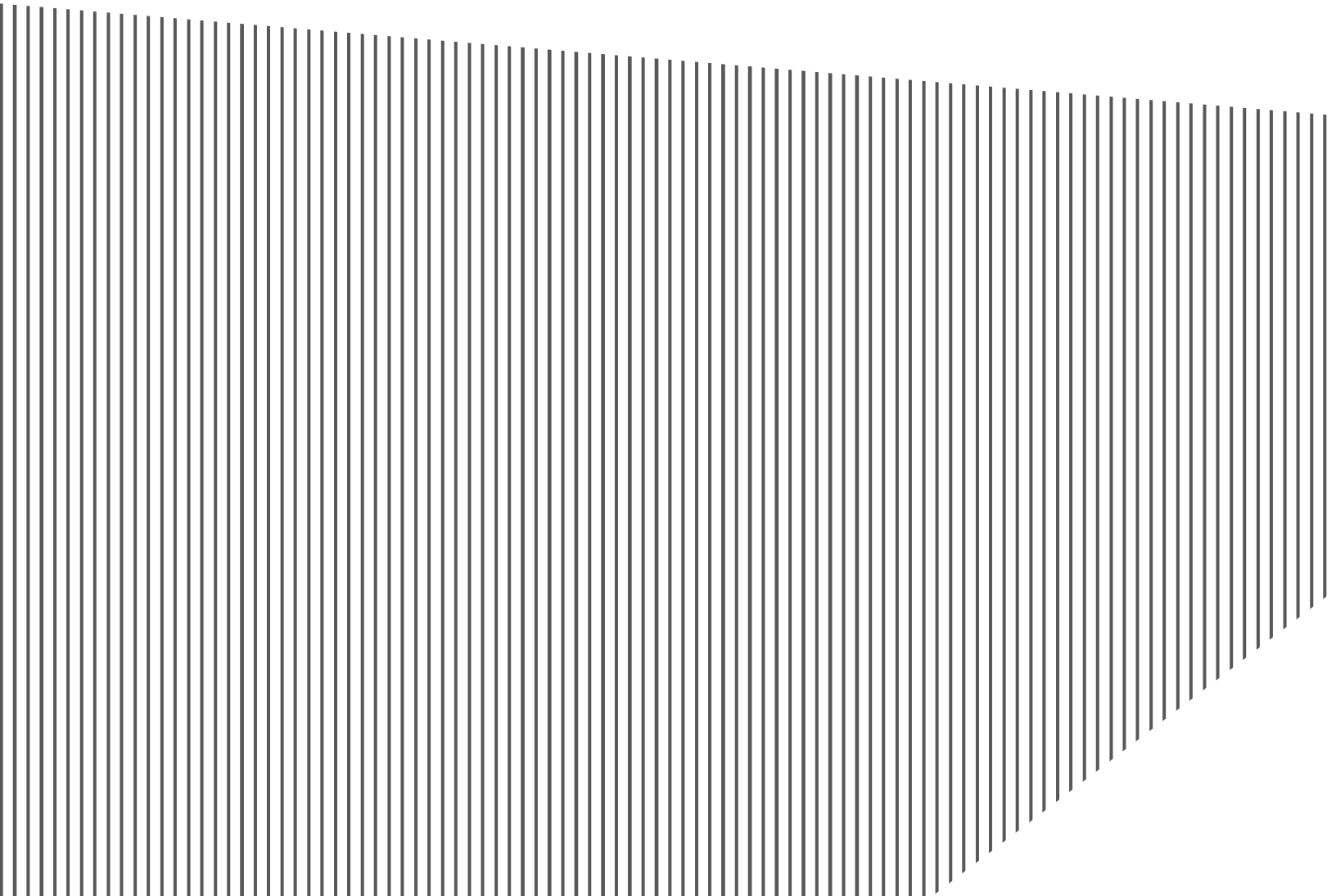

Plan Name	**YP Holdings LLC Pension Plan**
Plan Sponsor EIN	**90-0827260**
ERISA Plan #	**001**
Plan Year Ending	**December 31, 2012**

The required attachment marked with an "X" in the Attachment column is included within the Accountant's Opinion attachment to Sch. H, Part III, Line 3, which consists of the entire audit report issued by the plan's Independent Qualified Public Accountant (IQPA).

Form / Schedule	Line #	Description	Attachment
5500 Sch. H	Line 3	Financial statements used in formulating the IQPA's opinion	X
5500 Sch. H	Line 4i	Schedule of Assets (Held at End of Year)	X
5500 Sch. H	Line 4i	Schedule of Assets (Acquired and Disposed of Within Year)	
5500 Sch. H	Line 4j	Schedule of Reportable Transactions	X
5500 Sch. H	Line 4a	Schedule of Delinquent Participant Contributions	

Plan Name	**YP Holdings LLC Pension Plan**
Plan Sponsor EIN	**90-0827260**
ERISA Plan #	**001**
Plan Year Ending	**December 31, 2012**

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5500 Sch. H	Line 4i	Schedule of Assets (Acquired and Disposed of Within Year)	
5500 Sch. H	Line 4j	Schedule of Reportable Transactions	X
5500 Sch. H	Line 4a	Schedule of Delinquent Participant Contributions	

Plan Name	**YP Holdings LLC Pension Plan**
Plan Sponsor EIN	**90-0827260**
ERISA Plan #	**001**
Plan Year Ending	**December 31, 2012**

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5500 Sch. H	Line 4i	Schedule of Assets (Acquired and Disposed of Within Year)	
5500 Sch. H	Line 4j	Schedule of Reportable Transactions	X
5500 Sch. H	Line 4a	Schedule of Delinquent Participant Contributions	

SCHEDULE SB (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Single-Employer Defined Benefit Plan Actuarial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ File as an attachment to Form 5500 or 5500-SF.

OMB No. 1210-0110

2012

This Form is Open to Public Inspection

For calendar plan year 2012 or fiscal plan year beginning 05/08/2012 and ending 12/31/2012

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of $1,000 will be assessed for late filing of this report unless reasonable cause is established.

A Name of plan

YP Holdings LLC Pension Plan

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF

YP Holdings LLC

D Employer Identification Number (EIN)

80-0803728

E Type of plan: [X] Single [ ] Multiple-A [ ] Multiple-B

F Prior year plan size: [X] 100 or fewer [ ] 101-500 [ ] More than 500

Part I Basic Information

1 Enter the valuation date: Month 5 Day 8 Year 2012

2 Assets:

a Market value	2a	165,200,604
b Actuarial value	2b	165,200,604

3 Funding target/participant count breakdown:

		(1) Number of participants	(2) Funding Target
a For retired participants and beneficiaries receiving payment	3a	0	0
b For terminated vested participants	3b	0	0
c For active participants:			
(1) Non-vested benefits	3c(1)		23,151,905
(2) Vested benefits	3c(2)		77,867,009
(3) Total active	3c(3)	3,297	101,018,914
d Total	3d	3,297	101,018,914

4 If the plan is in at-risk status, check the box and complete lines (a) and (b) [ ]

a Funding target disregarding prescribed at-risk assumptions	4a	
b Funding target reflecting at-risk assumptions, but disregarding transition rule for plans that have been in at-risk status for fewer than five consecutive years and disregarding loading factor	4b	
5 Effective interest rate	5	7.00 %
6 Target normal cost	6	6,109,841

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE

David Hilko
Signature of actuary

10-15-13
Date

David Hilko
Type or print name of actuary

11-05365
Most recent enrollment number

Deloitte Consulting LLP
Firm name

(312) 486-3057
Telephone number (including area code)

111 South Wacker Dr

Chicago IL 60606
Address of the firm

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions [ ]

Part II Beginning of Year Carryover Prefunding Balances

		(a) Carryover balance	(b) Prefunding balance
7	Balance at beginning of prior year after applicable adjustments (line 13 from prior year)		
8	Portion elected for use to offset prior year's funding requirement (line 35 from prior year)		
9	Amount remaining (line 7 minus line 8)	0	
10	Interest on line 9 using prior year's actual return of _____%		
11	Prior year's excess contributions to be added to prefunding balance:		
	a Present value of excess contributions (line 38a from prior year)		
	b Interest on (a) using prior year's effective interest rate of 0.00 % except as otherwise provided (see instructions)		
	c Total available at beginning of current plan year to add to prefunding balance		
	d Portion of (c) to be added to prefunding balance		
12	Other reductions in balances due to elections or deemed elections		
13	Balance at beginning of current year (line 9 + line 10 + line 11d – line 12)		

Part III Funding Percentages

14	Funding target attainment percentage	14	163.53 %
15	Adjusted funding target attainment percentage	15	163.53 %
16	Prior year's funding percentage for purposes of determining whether carryover/prefunding balances may be used to reduce current year's funding requirement	16	%
17	If the current value of the assets of the plan is less than 70 percent of the funding target, enter such percentage	17	%

Part IV Contributions and Liquidity Shortfalls

18 Contributions made to the plan for the plan year by employer(s) and employees:

(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
			Totals ▶ 18(b)	0	18(c) 0

19	Discounted employer contributions – see instructions for small plan with a valuation date after the beginning of the year:		
	a Contributions allocated toward unpaid minimum required contributions from prior years	19a	0
	b Contributions made to avoid restrictions adjusted to valuation date	19b	0
	c Contributions allocated toward minimum required contribution for current year adjusted to valuation date	19c	0

20 Quarterly contributions and liquidity shortfalls:

a Did the plan have a "funding shortfall" for the prior year? ☐ Yes ☒ No

b If line 20a is "Yes," were required quarterly installments for the current year made in a timely manner? ☐ Yes ☐ No

c If line 20a is "Yes," see instructions and complete the following table as applicable:

Liquidity shortfall as of end of quarter of this plan year			
(1) 1st	(2) 2nd	(3) 3rd	(4) 4th

Part V Assumptions Used to Determine Funding Target and Target Normal Cost

21 Discount rate:

a Segment rates:

1st segment:	2nd segment:	3rd segment:	☐ N/A, full yield curve used
5.54 %	6.85 %	7.52 %	

b Applicable month (enter code)	21b	0
22 Weighted average retirement age	22	59

23 Mortality table(s) (see instructions) ☐ Prescribed - combined ☒ Prescribed - separate ☐ Substitute

Part VI Miscellaneous Items

24 Has a change been made in the non-prescribed actuarial assumptions for the current plan year? If "Yes," see instructions regarding required attachment		☐ Yes ☒ No
25 Has a method change been made for the current plan year? If "Yes," see instructions regarding required attachment		☐ Yes ☒ No
26 Is the plan required to provide a Schedule of Active Participants? If "Yes," see instructions regarding required attachment		☒ Yes ☐ No
27 If the plan is subject to alternative funding rules, enter applicable code and see instructions regarding attachment	27	

Part VII Reconciliation of Unpaid Minimum Required Contributions For Prior Years

28 Unpaid minimum required contributions for all prior years	28	0
29 Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (line 19a)	29	0
30 Remaining amount of unpaid minimum required contributions (line 28 minus line 29)	30	0

Part VIII Minimum Required Contribution For Current Year

31 Target normal cost and excess assets (see instructions):		
a Target normal cost (line 6)	31a	6,109,841
b Excess assets, if applicable, but not greater than line 31a	31b	6,109,841

32 Amortization installments:	Outstanding Balance	Installment
a Net shortfall amortization installment	0	0
b Waiver amortization installment	0	0

33 If a waiver has been approved for this plan year, enter the date of the ruling letter granting the approval (Month _____ Day _____ Year _____) and the waived amount	33	
34 Total funding requirement before reflecting carryover/prefunding balances (lines 31a - 31b + 32a + 32b - 33)	34	0

	Carryover balance	Prefunding balance	Total balance
35 Balances elected for use to offset funding requirement	0	0	0

36 Additional cash requirement (line 34 minus line 35)	36	0
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c)	37	0
38 Present value of excess contributions for current year (see instructions)		
a Total (excess, if any, of line 37 over line 36)	38a	0
b Portion included in line 38a attributable to use of prefunding and funding standard carryover balances	38b	0
39 Unpaid minimum required contribution for current year (excess, if any, of line 36 over line 37)	39	0
40 Unpaid minimum required contributions for all years	40	0

Part IX Pension Funding Relief Under Pension Relief Act of 2010 (See Instructions)

41 If an election was made to use PRA 2010 funding relief for this plan:		
a Schedule elected		☐ 2 plus 7 years ☐ 15 years
b Eligible plan year(s) for which the election in line 41a was made		☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011
42 Amount of acceleration adjustment	42	
43 Excess installment acceleration amount to be carried over to future plan years	43	

Schedule SB, line 22 – Description of Weighted-Average Retirement Age

The valuation uses rates of retirement based on gender and years of service. The average weighted retirement age for the plan is 59 years, calculated as follows:

(1) Age	(2) Expected Active Headcount	(3) Retirement Rate	(4) Expected Retirements (2)*(3)	(5) Weighted Age (1)*(4)
48	751.61	0.0013	0.96	46.07
49	779.45	0.0040	3.08	150.99
50	826.70	0.0262	21.64	1,081.90
51	857.51	0.0289	24.77	1,263.49
52	893.38	0.0375	33.52	1,743.02
53	913.94	0.0435	39.73	2,105.52
54	908.01	0.0550	49.92	2,695.77
55	890.33	0.1085	96.58	5,311.80
56	810.32	0.1206	97.71	5,471.54
57	739.89	0.1154	85.37	4,866.01
58	667.57	0.1166	77.81	4,512.94
59	608.22	0.1150	69.94	4,126.37
60	543.31	0.1653	89.80	5,388.23
61	456.47	0.1864	85.09	5,190.23
62	382.91	0.2282	87.38	5,417.70
63	292.97	0.1456	42.65	2,687.22
64	243.33	0.1289	31.36	2,006.91
65	203.70	0.8925	181.81	11,817.77
66	25.41	0.2974	7.56	498.74
67	15.19	0.2516	3.82	256.10
68	9.65	0.3285	3.17	215.62
69	6.43	0.2770	1.78	122.91
70	4.97	0.3462	1.72	120.51
71	2.76	0.2057	0.57	40.35
72	2.88	0.6581	1.89	136.31
73	0.83	0.5571	0.46	33.88
74	1.26	0.7943	1.00	74.00
75	0.23	-	-	-
76	0.20	1.0000	0.20	14.92
Total			1,141.29	67,396.82
Average				**59.05**

Schedule SB, line 26 – Schedule of Active Participant Data

Service Group																					
Age Group	< 1		1-4		5-9		10-14		15-19		20-24		25-29		30-34		35-39		40+		Total
	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	
0 – 24	43	$36,071	13																		56
25 – 29	98	$40,038	149	$67,601	28	$62,962	1														276
30 – 34	83	$40,086	162	$70,101	127	$67,783	45	$55,716	1												418
35 – 39	53	$42,246	174	$71,188	104	$70,755	135	$61,330	20	$63,973											486
40 – 44	62	$38,519	138	$71,851	90	$82,138	142	$68,528	73	$65,288	56	$59,223	4								565
45 – 49	51	$40,267	109	$69,577	92	$80,051	117	$68,413	72	$67,949	66	$65,676	33	$54,934	1						541
50 – 54	32	$43,131	99	$70,013	98	$74,187	105	$75,999	62	$70,044	100	$75,065	17		11						524
55 – 59	19		62	$60,586	62	$76,311	65	$75,609	48	$67,627	15		10		7		1				289
60 – 64	6		20	$63,298	31	$63,760	36	$63,639	22	$55,475	6		1		3		1		1		127
65 – 69			4		6				2				1								13
70+							1		1												2
Total	447		930		638		647		301		243		66		22		2		1		3,297

Schedule SB, Part V – Statement of Actuarial Assumptions/Methods

Actuarial Methods for Funding Benefits

Liability Valuation Method

Funding Target and Target Normal Cost as Defined in PPA

The funding target is defined to be the present value of the benefits accrued or earned at valuation date. The earned benefits include retirement-type benefits and ancillary benefits (1.430(d)-1(c)(1)(i)). If the amount of a benefit that is expected to be paid is neither a function of the accrued benefit at the time the benefit is expected to be paid nor a function of the participant's service at that time, then the portion of the benefit taken into account for purposes of determining the funding target for a plan year is based on the proportion of a participant's service as of the first day of the plan year relative to the service the participant will have when the participant decrements. The portion of the benefit that is taken into account in the target normal cost is the increase in the proportional benefit for the plan year (1.430(d)-1(c)(1)(ii)(C)). The determination of the funding target and target normal cost of a plan for a plan year is not permitted to take into account any limitations or anticipated limitations under section 436 (1.430(d)-1(c)(1)(iii)).

The target normal cost is the present value of all the benefits expected to accrue or to be earned during the year (benefits attributable to services performed in a prior year that are increased by reason of a compensation increase in the current year are treated as having accrued during the current year). Plan administrative expenses paid (or expected to be paid) from plan assets for a plan year are not reflected in the determination of a plan's funding target for that plan year (1.430(d)-1(c)(2)), but are reflected in the determination of a plan's target normal cost.

Generally if insurance contracts are held by the Plan, they are included in plan assets and the related benefits are included in the liability. In the case of benefits that are funded through insurance contracts purchased from an insurance company licensed under the laws of a State, the Plan is permitted to exclude the benefits from the liability and the insurance policy from the assets, but only to the extent that the right to receive benefits is an irrevocable contractual right based on premiums paid prior to the valuation date (1.430(d)-1(c)(3)).

The determination of a plan's funding target and target normal cost for a plan year is based on plan provisions that are adopted no later than the valuation date for the plan year and that become effective during that plan year. Section 412(d)(2) applies for purposes of determining whether a plan amendment is treated as having been adopted on the first day of the plan year (including a plan amendment adopted within two and one half months after the close of the plan year) (1.430(d)-1(d)).

For maximum deductible purposes, the cushion amount is equal to the sum of 50 percent of the funding target for the plan year and the amount the funding target for the plan year would increase if the Plan were to take into account increases in compensation which are expected to occur in succeeding plan years. If the Plan does not base benefits for service to date on compensation, increases in benefits which are expected to occur in succeeding plan years (determined on the basis of the average annual increase in benefits over the six preceding plan years) are taken into account in lieu of expected increases in compensation. For plans that have less than 100 participants, increases in benefits for highly compensated employees as a result of plan amendments within the last two years are excluded from the calculation of the cushion amount.

Schedule SB, Part V – Statement of Actuarial Assumptions/Methods (Continued)

Actuarial Methods for Funding Benefits

Asset Valuation Method

Funding Purposes: Plan assets are equal to the market value of assets plus receivable contributions discounted at the appropriate interest rate to the valuation date.

Procedures

Financial and census data: Financial data was submitted by the Trustee and census data was submitted by the plan sponsor. Information provided was reviewed for internal consistency and we have no reason to doubt its substantial accuracy.

No benefits of materiality were excluded from the valuation of the liabilities.

The limitations of the Internal Revenue Code 415(b) and 401(a)(17) have been incorporated into our calculations.

No liability is included for participants who terminated without vesting in their benefit prior to the valuation date.

The plan sponsor provided us with the data on its employees as of the valuation date, but only those employees who have completed the Plan's eligibility requirements are included in the valuation of liabilities.

Schedule SB, Part V – Statement of Actuarial Assumptions/Methods (Continued)

Actuarial Assumptions

Interest Rates

	Pre-MAP-21 Segment Rates[1]	25 Year Average Segment Rates	MAP-21 Corridor (90%-110% for 2012)	MAP-21 Segment Rates[2]
Lookback Month	January	N/A	N/A	N/A
First Segment Rate	1.98%	6.15%	5.54% - 6.77%	5.54%
Second Segment Rate	5.07%	7.61%	6.85% - 8.37%	6.85%
Third Segment Rate	6.19%	8.35%	7.52% - 9.19%	7.52%
Effective Rate	5.36%	N/A	N/A	7.00%

[1]Used for maximum deductible, ERISA 4010 reporting and excess assets for §420 transfers

[2]Used for minimum funding and benefit restrictions

Lump Sum Interest Rates: same interest rates used as underlying liability

Salary Scale	2.50% per annum for Bargained Employees
Cash Balance Interest Crediting Rate	Bargained Cash Balance #2 (BCB2): 4.50% Pension/VEBA Plan Asset Transfer: 3.02% in 2012 and 3.40% thereafter All others: 3.02% in 2012 and 3.80% thereafter
Bargained Pension Band Increases	The assumed increase in monthly pension band amounts after the respective current contract ends is 2% per year.
Bargained Annual Cash Balance Credit Increases	The assumed increase in annual cash balance credit amounts after the respective current contract ends is 2.25% per year, except for East.
Valuation Earnings	Actual Pension Compensation for the prior year increased for one year by the salary scale.
Mortality – Healthy Participants	As defined in proposed regulations 1.430(h)(3). This table is based on the RP2000 sex-distinct table that reflects projected mortality improvements 15 years into the future from the valuation date for non-annuitants and seven years into the future for annuitants.
Mortality – Disabled Participants	See Table A
Withdrawal	See Table B
Retirement Age	See Table C
Disability Rate	See Table D

Schedule SB, Part V – Statement of Actuarial Assumptions/Methods (Continued)

Actuarial Assumptions

Form of Benefit	Southwest bargained employees: The form of payment for future retirees is assumed to be a life annuity with the exception that 90% of future married annuitants will elect the survivor option and that the designated beneficiary will be the spouse. For Southwestern Bell Yellow Pages, the form of payment for 90% of future retirement eligible retirees is assumed to be a lump sum. West and Midwest bargained employees: The form of payment for 90% of future retirees and terminated vested is assumed to be a lump sum. The form of payment for the other 10% of future retirees is assumed to be a life annuity with the exception that 90% of future married annuitants will elect the survivor option and that the designated beneficiary will be the spouse. East bargained employees: The form of payment for future retirees is assumed to be 50% lump sum and 50% life annuity with the exception that 90% of future married annuitants will elect the survivor option and that the designated beneficiary will be the spouse. The form of payment for terminated vested is assumed to be a lump sum. Bargained Cash Balance and Bargained Cash Balance #2 employees: The form of payment for all terminated vested and future retirees is assumed to be a lump sum. Southeast bargained employees: The form of payment for all terminated vested and 90% of future retirees is assumed to be a lump sum. The form of payment for the other 10% of future retirees is assumed to be a life annuity with the exception that future married annuitants will elect the survivor option and that the designated beneficiary will be the spouse
Mortality Lump Sum Option	Rates prescribed in Rev. Ruling 01-62
Percent Married	Active Employees: 80% of males and 55% of females are assumed to be married. Husbands are assumed to be 3 years older than wives. Actual spousal data is used for retirees. Retired Employees: 71% of males and 22% of females are assumed to be married for Southwest BCB2: N/A Please see Table E for other groups

Schedule SB, Part V – Statement of Actuarial Assumptions/Methods (Continued)

Table A

Mortality Rates for Disabled Participants

Age	Male	Female	Age	Male	Female
45	0.022571	0.007450	84	0.134923	0.093794
46	0.023847	0.008184	85	0.141603	0.100203
47	0.025124	0.008959	86	0.148374	0.107099
48	0.026404	0.009775	87	0.155235	0.114512
49	0.027687	0.010634	88	0.162186	0.122464
50	0.028975	0.011535	89	0.169233	0.130972
51	0.030268	0.012477	90	0.183408	0.140049
52	0.031563	0.013456	91	0.199769	0.149698
53	0.032859	0.014465	92	0.216605	0.159924
54	0.034152	0.015497	93	0.233662	0.170433
55	0.035442	0.016544	94	0.250693	0.182799
56	0.036732	0.017598	95	0.267491	0.194509
57	0.038026	0.018654	96	0.283905	0.205379
58	0.039334	0.019710	97	0.299852	0.215240
59	0.040668	0.020768	98	0.315296	0.223947
60	0.042042	0.021839	99	0.330207	0.231387
61	0.043474	0.022936	100	0.344556	0.237467
62	0.044981	0.024080	101	0.358628	0.244834
63	0.046584	0.025293	102	0.371685	0.254498
64	0.048307	0.026600	103	0.383040	0.266044
65	0.050174	0.028026	104	0.392003	0.279055
66	0.052213	0.029594	105	0.397886	0.293116
67	0.05445	0.031325	106	0.400000	0.307811
68	0.056909	0.033234	107	0.400000	0.322725
69	0.059613	0.035335	108	0.400000	0.337441
70	0.062583	0.037635	109	0.400000	0.351544
71	0.065841	0.040140	110	0.400000	0.364617
72	0.069405	0.042851	111	0.400000	0.376246
73	0.073292	0.045769	112	0.400000	0.386015
74	0.077512	0.048895	113	0.400000	0.393507
75	0.082067	0.052230	114	0.400000	0.398308
76	0.086951	0.055777	115	0.400000	0.400000
77	0.092149	0.059545	116	0.400000	0.400000
78	0.09764	0.063545	117	0.400000	0.400000
79	0.103392	0.067793	118	0.400000	0.400000
80	0.109372	0.072312	118	0.400000	0.400000
81	0.115544	0.077135	119	0.400000	0.400000
82	0.121877	0.082298	120	1.000000	1.000000
83	0.128343	0.087838			

Schedule SB, Part V – Statement of Actuarial Assumptions/Methods (Continued)

Table B

Withdrawal Rates - Bargained male employees

	Years of Service									
Age	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9+**
15	0.3	0	0	0	0	0	0	0	0	0
16	0.3	0.22	0	0	0	0	0	0	0	0
17	0.3	0.22	0.16	0	0	0	0	0	0	0
18	0.3	0.22	0.16	0.09	0	0	0	0	0	0
19	0.3	0.22	0.16	0.09	0.07	0	0	0	0	0
20	0.3	0.22	0.16	0.09	0.07	0.06	0	0	0	0
21	0.3	0.22	0.16	0.09	0.06	0.06	0.05	0	0	0
22	0.3	0.22	0.16	0.09	0.06	0.06	0.05	0.04	0	0
23	0.3	0.22	0.16	0.09	0.06	0.06	0.05	0.04	0.04	0
24	0.3	0.22	0.16	0.09	0.06	0.06	0.05	0.04	0.04	0
25	0.3	0.22	0.16	0.09	0.06	0.06	0.05	0.04	0.04	0.029
26	0.3	0.22	0.16	0.09	0.06	0.06	0.05	0.04	0.04	0.029
27	0.3	0.22	0.16	0.09	0.06	0.06	0.05	0.04	0.04	0.028
28	0.3	0.22	0.16	0.09	0.06	0.06	0.05	0.04	0.04	0.027
29	0.3	0.22	0.16	0.09	0.06	0.06	0.05	0.04	0.04	0.027
30	0.3	0.22	0.16	0.09	0.06	0.06	0.05	0.04	0.03	0.026
31	0.3	0.22	0.16	0.09	0.06	0.06	0.05	0.04	0.03	0.025
32	0.3	0.22	0.16	0.09	0.06	0.06	0.05	0.04	0.03	0.024
33	0.3	0.22	0.15	0.09	0.06	0.06	0.05	0.04	0.03	0.023
34	0.3	0.22	0.15	0.09	0.06	0.06	0.05	0.04	0.03	0.022
35	0.3	0.22	0.15	0.09	0.06	0.06	0.05	0.04	0.03	0.022
36	0.3	0.22	0.15	0.09	0.06	0.06	0.05	0.04	0.03	0.021
37	0.3	0.22	0.15	0.09	0.06	0.06	0.05	0.04	0.03	0.02
38	0.3	0.22	0.15	0.09	0.06	0.06	0.05	0.04	0.03	0.019
39	0.3	0.22	0.15	0.09	0.06	0.06	0.05	0.04	0.03	0.018
40	0.3	0.22	0.15	0.09	0.06	0.06	0.05	0.04	0.03	0.017
41	0.3	0.22	0.15	0.09	0.06	0.06	0.05	0.04	0.03	0.016
42	0.3	0.22	0.15	0.09	0.06	0.05	0.05	0.04	0.03	0.015
43	0.3	0.22	0.15	0.09	0.06	0.05	0.05	0.04	0.03	0.013
44	0.3	0.22	0.15	0.08	0.06	0.05	0.05	0.04	0.03	0.012
45	0.3	0.22	0.15	0.08	0.06	0.05	0.05	0.04	0.03	0.011
46	0.3	0.22	0.15	0.08	0.06	0.05	0.05	0.03	0.03	0.01
47	0.3	0.22	0.15	0.08	0.05	0.05	0.04	0.03	0.03	0.009
48	0.3	0.22	0.15	0.08	0.05	0.05	0.04	0.03	0.03	0.007
49	0.3	0.22	0.14	0.08	0.05	0.05	0.04	0.03	0.02	0.005
50+	0.3	0.22	0.14	0.08	0.05	0.05	0.04	0.03	0.02	0.004

Schedule SB, Part V – Statement of Actuarial Assumptions/Methods (Continued)

Table B

Withdrawal Rates - Bargained female employees

	Years of Service									
Age	0	1	2	3	4	5	6	7	8	9+
15	0.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
16	0.30	0.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
17	0.30	0.22	0.16	0.00	0.00	0.00	0.00	0.00	0.00	0
18	0.30	0.22	0.16	0.12	0.00	0.00	0.00	0.00	0.00	0
19	0.30	0.22	0.16	0.12	0.09	0.00	0.00	0.00	0.00	0
20	0.30	0.22	0.16	0.12	0.09	0.09	0.00	0.00	0.00	0
21	0.30	0.22	0.16	0.12	0.09	0.09	0.08	0.00	0.00	0
22	0.30	0.22	0.16	0.12	0.09	0.09	0.08	0.07	0.00	0
23	0.30	0.22	0.16	0.12	0.09	0.09	0.08	0.07	0.07	0
24	0.30	0.22	0.16	0.12	0.09	0.09	0.08	0.07	0.07	0
25	0.30	0.22	0.16	0.12	0.09	0.09	0.08	0.07	0.06	0.062
26	0.30	0.22	0.16	0.12	0.09	0.09	0.08	0.07	0.06	0.061
27	0.30	0.22	0.16	0.11	0.09	0.09	0.08	0.07	0.06	0.06
28	0.30	0.22	0.16	0.11	0.09	0.08	0.08	0.06	0.06	0.058
29	0.30	0.22	0.16	0.11	0.09	0.08	0.07	0.06	0.06	0.055
30	0.29	0.22	0.16	0.11	0.09	0.08	0.07	0.06	0.06	0.053
31	0.29	0.22	0.15	0.11	0.08	0.08	0.07	0.06	0.06	0.05
32	0.29	0.22	0.15	0.11	0.08	0.08	0.07	0.06	0.06	0.047
33	0.29	0.22	0.15	0.11	0.08	0.08	0.07	0.06	0.06	0.044
34	0.29	0.22	0.15	0.11	0.08	0.08	0.07	0.06	0.05	0.041
35	0.29	0.21	0.15	0.10	0.08	0.07	0.07	0.05	0.05	0.038
36	0.29	0.21	0.15	0.10	0.08	0.07	0.06	0.05	0.05	0.036
37	0.28	0.21	0.15	0.10	0.08	0.07	0.06	0.05	0.05	0.034
38	0.28	0.21	0.14	0.10	0.07	0.07	0.06	0.05	0.05	0.032
39	0.28	0.21	0.14	0.10	0.07	0.07	0.06	0.05	0.05	0.03
40	0.28	0.21	0.14	0.10	0.07	0.07	0.06	0.05	0.05	0.028
41	0.28	0.21	0.14	0.10	0.07	0.07	0.06	0.05	0.05	0.026
42	0.28	0.21	0.14	0.10	0.07	0.07	0.06	0.05	0.04	0.024
43	0.28	0.21	0.14	0.10	0.07	0.07	0.06	0.05	0.04	0.022
44	0.28	0.21	0.14	0.09	0.07	0.07	0.06	0.05	0.04	0.021
45	0.28	0.20	0.14	0.09	0.07	0.06	0.06	0.04	0.04	0.019
46	0.28	0.20	0.14	0.09	0.07	0.06	0.06	0.04	0.04	0.018
47	0.28	0.20	0.14	0.09	0.07	0.06	0.06	0.04	0.04	0.017
48	0.28	0.20	0.14	0.09	0.07	0.06	0.05	0.04	0.04	0.016
49	0.28	0.20	0.14	0.09	0.07	0.06	0.05	0.04	0.04	0.016
50+	0.28	0.20	0.14	0.09	0.07	0.06	0.05	0.04	0.04	0.015

Schedule SB, Part V – Statement of Actuarial Assumptions/Methods (Continued)

Table B

Withdrawal Rates The pre-retirement termination withdrawal rates are increased by a multiplier as below

2012	2.036358
2013	3.258101
2014	4.756928
2015	5.874598
2016	6.954440
2017	6.532660
2018	7.503172
2019	6.754799
2020	5.911769
2021	5.717312
2022	4.961992
2023	2.829981
2024	2.157358
2025	1.040950
2026+	0.000000

Schedule SB, Part V – Statement of Actuarial Assumptions/Methods (Continued)

Table C

Retirement Rates

	Male					Female			
	Years of Service					Years of Service			
Age	< 20	20-29	30	>30	Age	< 20	20-29	30	>30
45	0.000	0.000	0.100	0.035	45	0.000	0.000	0.100	0.035
46	0.000	0.035	0.100	0.035	46	0.000	0.035	0.100	0.035
47	0.000	0.035	0.100	0.035	47	0.000	0.035	0.100	0.035
48	0.000	0.035	0.100	0.035	48	0.000	0.035	0.100	0.035
49	0.000	0.035	0.100	0.035	49	0.000	0.035	0.100	0.035
50	0.000	0.035	0.100	0.035	50	0.000	0.035	0.100	0.035
51	0.000	0.040	0.100	0.040	51	0.000	0.040	0.100	0.040
52	0.000	0.050	0.100	0.050	52	0.000	0.045	0.100	0.045
53	0.000	0.055	0.100	0.055	53	0.000	0.050	0.100	0.050
54	0.000	0.065	0.100	0.065	54	0.000	0.060	0.100	0.060
55	0.000	0.075	0.075	0.075	55	0.000	0.070	0.070	0.070
56	0.075	0.085	0.085	0.085	56	0.075	0.080	0.080	0.080
57	0.085	0.090	0.085	0.090	57	0.085	0.085	0.085	0.085
58	0.095	0.095	0.095	0.095	58	0.095	0.095	0.095	0.095
59	0.095	0.095	0.095	0.095	59	0.100	0.100	0.100	0.100
60	0.150	0.150	0.150	0.150	60	0.150	0.150	0.150	0.150
61	0.200	0.200	0.200	0.200	61	0.200	0.200	0.200	0.200
62	0.225	0.300	0.300	0.300	62	0.225	0.300	0.300	0.300
63	0.250	0.300	0.300	0.300	63	0.250	0.300	0.300	0.300
64	0.250	0.300	0.300	0.300	64	0.250	0.300	0.300	0.300
65	0.350	0.350	0.350	0.350	65	0.350	0.350	0.350	0.350
66-69	0.300	0.300	0.300	0.300	66-69	0.300	0.300	0.300	0.300
70	1.000	1.000	1.000	1.000	70 +	1.000	1.000	1.000	1.000

Schedule SB, Part V – Statement of Actuarial Assumptions/Methods (Continued)

Table D

Disability Rates (Bargained Employees)

Age	Male	Female
29 & under	0.0007	0.0014
30	0.0007	0.0016
31	0.0007	0.0016
32	0.0007	0.0016
33	0.0007	0.0016
34	0.0007	0.0016
35	0.0007	0.0017
36	0.0007	0.0017
37	0.0007	0.0018
38	0.0007	0.0018
39	0.0008	0.0019
40	0.0008	0.0021
41	0.0009	0.0022
42	0.001	0.0024
43	0.0011	0.0025
44	0.0012	0.0027
45	0.0013	0.0029
46	0.0015	0.0031
77	0.0016	0.0034
48	0.0017	0.0035
49	0.0019	0.0036
50	0.0019	0.003
51	0.0021	0.0032
52	0.0022	0.0033
53	0.0024	0.0035
54	0.0025	0.0037
55	0.0027	0.0037
56	0.0031	0.0041
57	0.0034	0.0044
58	0.004	0.0049
59	0.0046	0.0053
60	0.0058	0.0059
61	0.0067	0.0065
62	0.0081	0.0073
63	0.0101	0.0086
64	0.0119	0.0097
65 & over	0.0121	0.0097

Schedule SB, Part V – Statement of Actuarial Assumptions/Methods (Continued)

Table E

Married Percentage Assumption - East bargained employees

Age	Male	Female	Age	Male	Female
40	0.75	0.59	70	0.74	0.26
41	0.75	0.59	71	0.73	0.24
42	0.75	0.59	72	0.72	0.23
43	0.75	0.59	73	0.71	0.21
44	0.75	0.59	74	0.7	0.19
45	0.75	0.59	75	0.69	0.16
46	0.75	0.59	76	0.68	0.14
47	0.75	0.59	77	0.66	0.14
48	0.75	0.59	78	0.64	0.14
49	0.75	0.59	79	0.62	0.12
50	0.75	0.59	80	0.61	0.1
51	0.75	0.58	81	0.59	0.09
52	0.75	0.57	82	0.58	0.07
53	0.75	0.57	83	0.56	0.06
54	0.75	0.56	84	0.53	0.05
55	0.75	0.55	85	0.5	0.05
56	0.75	0.54	86	0.48	0.05
57	0.75	0.52	87	0.45	0.05
58	0.75	0.5	88	0.41	0.04
59	0.75	0.48	89	0.39	0.04
60	0.76	0.46	90	0.36	0.04
61	0.76	0.44	91	0.33	0.03
62	0.76	0.41	92	0.3	0.03
63	0.76	0.4	93	0.26	0.02
64	0.76	0.37	94	0.23	0.02
65	0.78	0.34	95	0.23	0.01
66	0.77	0.32	96	0.18	0.01
67	0.77	0.31	97	0.13	0.01
68	0.76	0.29	98	0.06	0
69	0.75	0.27	99+	0	0

Schedule SB, Part V – Statement of Actuarial Assumptions/Methods (Continued)

Table E

Married Percentage Assumption - West, Midwest, and Southeast bargained employees

Age	Male	Female	Age	Male	Female
50 & under	0.83	0.65	75	0.77	0.18
51	0.83	0.64	76	0.75	0.16
52	0.83	0.63	77	0.73	0.15
53	0.83	0.63	78	0.71	0.13
54	0.83	0.62	79	0.69	0.11
55	0.83	0.61	80	0.68	0.1
56	0.83	0.6	81	0.66	0.08
57	0.83	0.58	82	0.64	0.07
58	0.83	0.56	83	0.62	0.06
59	0.83	0.53	84	0.59	0.06
60	0.84	0.51	85	0.56	0.05
61	0.84	0.49	86	0.53	0.05
62	0.84	0.46	87	0.5	0.05
63	0.84	0.44	88	0.46	0.04
64	0.84	0.41	89	0.43	0.04
65	0.87	0.38	90	0.4	0.04
66	0.86	0.36	91	0.37	0.03
67	0.85	0.34	92	0.33	0.03
68	0.84	0.32	93	0.29	0.02
69	0.83	0.3	94	0.25	0.02
70	0.82	0.29	95	0.2	0.01
71	0.81	0.27	96	0.14	0.01
72	0.8	0.25	97	0.07	0.01
73	0.79	0.23	98	0.01	0.01
74	0.78	0.21	99 & over	0.01	0.01

Schedule SB, Part V – Summary of Plan Provisions

Plan Provisions Summary

1. Effective date	Effective May 8, 2012 as a spin-off from the AT&T Pension Benefit Plan.
2. Plan Year	The 12-month period commencing each January 1.

The Southwest Program

1. Eligibility for Participation	Any bargained employee who is regularly employed by a Southwestern Bell region Participating Company will become a participant on the day after completing one year of Participation Service. Effective April 1, 2010 this program was closed to new hires and rehires in the CWA District 6 (Southwest Core) contracts hired on or after August 9, 2009. Effective June 1, 2011 this program was closed to new hires and rehires in the CWA Southwestern Bell Yellow Pages contract hired on or after June 1, 2011.
2. Credited Service	For purposes of determining the participant's Accrued Benefit, Pension Calculation Service shall include employment with a Participating Company. Under Interchange Agreements, service with certain Interchange Companies is also credited.
3. Vested Service	Vesting Service is calculated on an elapsed time basis. For actives on January 1, 2010 of Southwest Core, and AT&T Operations – CWA District 6, accrued benefits will now be vested after three years. For actives on June 1, 2011 of Southwestern Bell Yellow Pages – CWA, accrued benefits will now be vested after three years. For all other participants, effective January 1, 2010, if any part of the accrued benefit is determined as a Cash Balance Account or DLS Account then the participant is vested after 3 years.
4. Vesting Provisions	Upon completion of 3 Years of Vested Service, the participant is 100% vested. Not withstanding the preceding, all participants are fully vested as of the date of a qualified IRC Section 420 transfer**.**
5. Average Monthly Earnings	Average of the highest earnings in any three consecutive calendar years of the last five years preceding termination. The earning is the sum of a Participant's basic compensation and nondiscretionary incentive compensation.
6. Supplemental pay	The sum of a Participant's in charge allowances, extra payments for temporary promotions, shift differentials and job differentials, including bonus payments of $250 in 2006, $375 in 2007, and $375 in 2008. Effective June 1, 2010 and November 1, 2010 respectively, target incentive compensation and success sharing plan payments are also eligible compensation.
7. Special pension account (SPA)	Effective December 31, 1999, a special pension account (SPA) was created for all participants eligible to retire. The SPA was set equal to the lump sum value of the participant's December 31, 1999 retirement benefit assuming they retire on that date. Most participants accrued the SPA with interest to December 31, 2000 as of January 1, 2001. Interest was credited during 2000 based on the plan's lump sum conversion rate. Effective December 31, 2000, the SPA was set equal to the greater of the participant's SPA balance at December 31, 2000 and the lump sum value of the participant's December 31, 2000 retirement benefit assuming they retire on that date. During 2001, bargained participants accrued the SPA with interest to December 31, 2001 based on the plan's lump sum conversion rate. As of December 31, 2001, the SPA lump sum balance is frozen.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Southwest Program (continued)

8. Normal Form of Payment	Single Participants : Life Only annuity Married Participants: Actuarially equivalent Joint & survivor annuity for married participants which is equal to 90% of the Accrued Benefit, with 45% of the accrued benefit continuing to the surviving upon the earlier death of the participant. If the spouse predeceases the participant that retired from the plan, the 10% reduction factor is removed for the future payments.
9. Optional Form of Payment	1) Joint and 75% or 100% Survivor Annuity 2) J&S options are with pop-up if service pension eligible. 3) For the Southwest Core bargaining group and Southwestern Bell Yellow Pages, a lump sum benefit option is available for those service pension eligible effective January 1, 2010.
10. Normal Retirement Date	First day of the month coinciding with or next following Age 65 with 10 years of Pension Eligibility Service, age 55 with 30 years of Pension Eligibility Service, age 50 with 25 years of Pension Eligibility Service or 30 years of Pension Eligibility Service.
11. Normal Retirement Benefit	Yellow Pages Commission Employees, the sum of the following • A monthly benefit equal to 1.22% of Average Monthly Compensation times Pension Calculation Service as of the date of termination, but not less than pension band accrued benefit frozen as of 5/31/2005. • the Supplemental Monthly Pension. All Other Participants A monthly benefit equal to the greater of the SPA, converted to an annuity, and the sum of the following: • the Pension Band Amount shown in the tables for the pension band which applies to the participant's job title times Pension Calculation Service. • the Supplemental Monthly Pension. A lump sum benefit is available equal to the Accrued Benefit, converted to a lump sum.
12. Supplemental monthly pension	The product of .001 times Supplemental Pay during the last 36 months of employment divided by 36, times Pension Calculation Service.
13. Early Retirement Eligibility	Age 55 with 20 years of service, or age 50 with 25 years of service.
14. Early Retirement Benefit	Accrued Benefit commencing immediately and reduced .5% for each month prior to age 55 with less than 30 years of service and is unreduced with 30 or more years of service.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Southwest Program (Continued)

15. Pre-Retirement Death Benefit	The eligible spouse of an active participant who dies prior to Normal Retirement Age and before benefit payments commence is entitled to one of the following benefits: • If a vested participant dies with less than 15 years of Pension Eligibility Service, and is not eligible for a Service Pension, the eligible spouse receives a deferred monthly survivor benefit for life beginning on the date the participant would have reached earliest eligibility to commence a Deferred Vested Pension. The benefit is computed as though the participant had left service on the date of death, survived until the earliest eligibility to commence a Deferred Vested Pension, retired at that time with the qualified survivor annuity option, and died the next day. In lieu of the monthly survivor benefit, a surviving spouse of a Participant employed by Southwest Core, or Southwestern Bell Yellow Pages may elect to receive a lump sum equivalent to the deferred monthly survivor benefit. • If the participant dies eligible for a Service Pension or with 15 years of Pension Eligibility Service, a surviving spouse receives a monthly survivor pension payable for life equal to 45% of the Accrued Benefit. The spouse's benefit will commence on the first day of the month following the participant's date of death. In lieu of the monthly survivor benefit, a surviving spouse of a Participant employed by Southwest Core or Southwestern Bell Yellow Pages may elect to receive a lump sum equivalent to the monthly survivor benefit. The surviving spouse of a participant who was receiving a nonqualified disability benefit and who dies before age 65 will receive a survivor annuity beginning at the time the participant would have attained earliest retirement age, unless the spouse elects to delay payments until the time the participant would have attained age 65. The surviving spouse of a participant who was receiving a nonqualified disability benefit and who dies before age 65 will receive a survivor annuity beginning at the time the participant would have attained earliest retirement age, unless the spouse elects to delay payments until the time the participant would have attained age 65. Death of an active vested or deferred vested participant employed by SWBT, SYP, SMSG, SOPS, SASI, STCOM, or SS that does not have a surviving spouse gets a lump sum actuarially equivalent to the surviving spouse benefit based on the employee's date of birth. For participants hired prior to January 1, 1990, the Plan provides a Lump Sum Death Benefit equal to the wages earned in the 12 month period ending on December 31, 1989, or date of termination if earlier. This benefit is paid if an eligible active employee dies due to sickness or non-job-related injury and is survived by an "Eligible Beneficiary" (spouse, dependent child, dependent parent, or registered domestic partner). The benefit is also paid if an eligible Disability or Service Pensioner dies and is survived by an Eligible Beneficiary.
16. Benefit for Termination Prior to Retirement	If a participant terminates employment with at least three years of Vesting Service, he is entitled to a deferred retirement benefit computed as a Normal Retirement Benefit, but based on his years of Credited Service and Average Monthly Earnings as of his termination date commencing at Normal Retirement Age or at termination of service, if later.
17. Disability Eligibility	An employee having completed fifteen years of Pension Eligibility Service and who becomes totally disabled prior to age 65.
18. Disability Benefit	The participant receives an immediate monthly pension, payable for life, equal to the Accrued Benefit based on service and compensation as of the date of termination, without reduction for commencement prior to age 65.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Southwest Program (Continued)

Monthly pension band amounts

Southwest Program*

(bands 94 to 135)

Pension Band	Terminations On or after 1/1/2010 and before 1/1/2011	On or after 1/1/2011 before 1/1/2012	On or after 1/1/2012 and before 1/1/2013	On or after 1/1/2013
94	24.45	24.94	25.44	25.95
95	25.91	26.43	26.96	27.50
96	27.37	27.00	28.48	29.05
97	28.80	29.38	29.97	30.57
98	30.27	30.88	31.50	32.13
99	31.72	32.00	33.00	33.66
100	33.19	33.85	34.53	35.22
101	34.64	35.33	36.04	36.76
102	36.10	36.00	37.56	38.31
103	37.60	38.35	39.12	39.90
104	39.06	39.84	40.64	41.45
105	40.49	41.30	42.13	42.97
106	41.93	42.77	43.63	44.50
107	43.44	44.31	45.20	46.10
108	44.92	45.82	46.74	47.67
109	46.37	47.30	48.25	49.22
110	47.81	48.77	49.75	50.75
111	49.29	50.28	51.29	52.32
112	50.71	51.72	52.75	53.81
113	52.24	53.28	54.35	55.44
114	53.67	54.74	55.83	56.95

Pension Band	Terminations On or after 1/1/2010 and before 1/1/2011	On or after 1/1/2011 before 1/1/2012	On or after 1/1/2012 and before 1/1/2013	On or after 1/1/2013
115	55.10	56.20	57.32	58.47
116	56.59	57.72	58.87	60.05
117	58.02	59.18	60.36	61.57
118	59.52	60.71	61.92	63.16
119	60.96	62.18	63.42	64.69
120	62.44	63.69	64.96	66.26
121	63.89	65.17	66.47	67.80
122	65.38	66.69	68.02	69.38
123	66.81	68.15	69.51	70.90
124	68.29	69.66	71.05	72.47
125	69.75	71.15	72.57	74.02
126	71.19	72.61	74.06	75.54
127	72.69	74.14	75.62	77.13
128	74.13	75.61	77.12	78.66
129	75.61	77.12	78.66	80.23
130	77.03	78.57	80.14	81.74
131	78.55	80.12	81.72	83.35
132	79.97	81.57	83.20	84.86
133	81.42	83.05	84.71	86.40
134	82.90	84.56	86.25	87.98
135	84.34	86.03	87.75	89.51

* Note: Table applies to the core bargaining group excluding AT&T Operations.

** Subject to COLA

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Southwest Program (Continued)

Monthly pension band amounts

Southwestern Bell Yellow Pages, Inc.

(bands 301 to 335)

	Terminations					Terminations				
Pension Band	On or after 6/1/2009 and before 6/1/2011	On or after 6/1/2011 before 6/1/2012	On or after 6/1/2012 and before 6/1/2013	On or after 6/1/2013	Pension Band	On or after 6/1/2009 and before 6/1/2011	On or after 6/1/2011 before 6/1/2012	On or after 6/1/2012 and before 6/1/2013	On or after 6/1/2013
301	$31.78	$32.42	$33.07	$33.73	319	$55.92	$57.04	$58.18	$59.34
302	33.15	33.81	34.49	35.18	320	57.31	58.46	59.63	60.82
303	34.48	35.17	35.87	36.59	321	58.62	59.79	60.99	62.21
304	35.84	36.56	37.29	38.04	322	59.99	61.19	62.41	63.66
305	37.15	37.89	38.65	39.42	323	61.29	62.52	63.77	65.05
306	38.50	39.27	40.06	40.86	324	62.65	63.90	65.18	66.48
307	39.86	40.66	41.47	42.30	325	63.98	65.26	66.57	67.90
308	41.19	42.01	42.85	43.71	326	65.33	66.64	67.97	69.33
309	42.55	43.40	44.27	45.16	327	66.67	68.00	69.36	70.75
310	43.88	44.76	45.66	46.57	328	68.01	69.37	70.76	72.18
311	45.22	46.12	47.04	47.98	329	69.35	70.74	72.15	73.59
312	46.55	47.48	48.43	49.40	330	70.67	72.08	73.52	74.99
313	47.91	48.87	49.85	50.85	331	72.10	73.54	75.01	76.51
314	49.25	50.24	51.24	52.26	332	73.40	74.87	76.37	77.90
315	50.55	51.56	52.59	53.64	333	74.76	76.26	77.79	79.35
316	51.93	52.97	54.03	55.11	334	76.10	77.62	79.17	80.75
317	53.24	54.30	55.39	56.50	335	77.39	78.94	80.52	82.13
318	54.60	55.69	56.80	57.94					

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Southwest Program (Continued)

Monthly pension band amounts

AT&T Operations, Inc.

(bands 7A8 to 712)

Terminations

Pension Band	On or after 1/1/2010 and before 1/1/2011	On or after 1/1/2011 before 1/1/2012	On or after 1/1/2012 and before 1/1/2013	On or after 1/1/2013
7A8	$30.27	$30.88	$31.50	$32.13
7A9	31.72	32.35	33.00	33.66
700	33.19	33.85	34.53	35.22
701	34.64	35.33	36.04	36.76
702	36.10	36.82	37.56	38.31
703	37.60	38.35	39.12	39.90
704	39.06	39.84	40.64	41.45
705	40.49	41.30	42.13	42.97
706	41.93	42.77	43.63	44.50
707	43.44	44.31	45.20	46.10
708	44.92	45.82	46.74	47.67
709	46.37	47.30	48.25	49.22
710	47.81	48.77	49.75	50.75
711	49.29	50.28	51.29	52.32
712	50.71	51.72	52.75	53.81

Schedule SB, Part V – Summary of Plan Provisions (continued)

The West Program

1. Eligibility for Participation	Any bargained employee who is regularly employed by a Pacific Telesis region Participating Company will become a Participant on the day after completing one year of Participation Service. Effective January 1, 2009 this program was closed to new hires and rehires in the IBEW Local 2139 (Pacific Bell Directory South) contract. Effective January 1, 2010 this program was closed to new hires and rehires in the West Core CWA, TIU, and IBEW Local 1269 (Pacific Bell Telephone Company) contracts hired on or after August 9, 2009. Effective June 1, 2011 this program was closed to new hires and rehires in the IBEW Local 1269 (Pacific Bell Directory North) contract hired after January 1, 2011.
2. Credited Service	For purposes of determining the Participant's Accrued Benefit, Pension Calculation Service shall include employment with a Participating Company. Under Interchange Agreements, service with certain Interchange Companies is also credited. However, Pension Calculation Service shall not include any period of employment for which benefits accrue under the PTG Cash Balance Pension Plan for Salaried Employees or a similar plan.
3. Vested Service	Vesting Service is calculated on an elapsed time basis. Effective January 1, 2010, for active employees if any part of the accrued benefit is determined as a Cash Balance Account or DLS Account then the participant is vested after 3 years
4. Vesting Provisions	Upon completion of 5 Years of Vested Service, the participant is 100% vested. However, effective January 1, 2010, if any part of the accrued benefit is determined as a Cash Balance Account or DLS Account then the Participant is eligible after 3 years of Vesting Service.
5. Average Monthly Earnings	The sum of a Participant's basic wages, commissions and Success Sharing payments averaged over the 36 month period ending on the date of termination. The earning is the sum of a Participant's basic wages, commissions and Success Sharing payments.
6. Average annual differentials	The sum of a Participant's in charge allowances, extra payments for temporary promotions, shift differentials and job differentials averaged over the most recent 36-month period, including bonus payments of $250 in 2006, $375 in 2007, $375 in 2008, and 2.5% of pay in 2008, 3.0% of pay in 2009, and 3.0% of pay plus $250 in 2010 for PacBell Directory South employees effective September 1, 2008. Effective June 1, 2010 and November 1, 2010 respectively, target incentive compensation and success sharing plan payments are also eligible compensation.
7. Special pension account (SPA)	Effective December 31, 1999, a special pension account (SPA) was created for all participants eligible to retire. The SPA was set equal to the lump sum value of the participant's December 31, 1999 retirement benefit assuming they retire on that date. Most participants accrued the SPA with interest to December 31, 2000 as of January 1, 2001. Interest was credited during 2000 based on the plan's lump sum conversion rate. Effective December 31, 2000, the SPA was set equal to the greater of the participant's SPA balance at December 31, 2000 and the lump sum value of the participant's December 31, 2000 retirement benefit assuming they retire on that date. During 2001, bargained participants accrued the SPA with interest to December 31, 2001. Interest was credited during 2001 based on the plan's lump sum conversion rate. As of December 31, 2001, the SPA lump sum was frozen.
8. Normal Form of Payment	Single Participants : Life Only annuity Married Participants: Actuarially equivalent Joint & survivor annuity for married participants which is equal to 90% of the Accrued Benefit, with 45% of the accrued benefit continuing to the surviving upon the earlier death of the participant. If the spouse predeceases the participant that retired from the plan, the 10% reduction factor is removed for the future payments.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The West Program (Continued)

9. Optional Form of Payment	1) Joint and 75% or 100% Survivor Annuity 2) J&S options are with pop-up if service pension eligible. 3) For the Southwest Core bargaining group and Southwestern Bell Yellow Pages, a lump sum benefit option is available for those service pension eligible effective January 1, 2010.
10. Normal Retirement Date	First day of the month coinciding with or next following age 65 with 10 years of Pension Eligibility Service, age 55 with 30 years of Pension Eligibility Service, age 50 with 25 years of Pension Eligibility Service or 30 years of Pension Eligibility Service.
11. Normal Retirement Benefit	Yellow Pages Commission Employees, the sum of the following • a monthly benefit equal to 1.22% of Average Monthly Compensation times Pension Calculation Service as of the date of termination, but not less than pension band accrued benefit frozen as of 5/31/2005. • the Supplemental Monthly Pension. All Other Participants A monthly benefit equal to the greater of the SPA, converted to an annuity, and the sum of the following: • the Pension Band Amount shown in the tables for the pension band which applies to the participant's job title times Pension Calculation Service. • the Supplemental Monthly Pension. A lump sum benefit is available equal to the Accrued Benefit, converted to a lump sum.
12. Supplemental monthly pension	The product of .001 times Supplemental Pay during the last 36 months of employment divided by 36, times Pension Calculation Service.
13. Early Retirement Eligibility	First day of month coincident with or next following the completion of five years of vesting service and attainment of age 55.
14. Early Retirement Benefit	Termination of employment after completing at least 5 years of Vesting Service, and before reaching eligibility for Service Pension. However, effective January 1, 2010, if any part of the accrued benefit is determined as a Cash Balance Account or DLS Account then the Participant is eligible after 3 years of Vesting Service a Participant receives an immediate monthly pension, payable for life, equal to the Accrued Benefit, reduced for commencement prior to age 55. The reduction is ½% for each month prior to age 55 with less than 30 years of service and is unreduced with 30 or more years of service.
15. Early Retirement Supplement	Early retirement supplements offered from time to time to eligible Participants who voluntarily retire during a specified window of time. The benefits typically include an additional four years of age and four years of service used in determination of the Service Pension, plus an additional temporary annuity equal to 10% to 30% of pay until age 62. This benefit is not valued until elected for ASC 960 (FAS 35) and contribution purposes.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The West Program (Continued)

16. Pre-Retirement Death Benefit	The eligible spouse of an active participant who dies prior to Normal Retirement Age and before benefit payments commence is entitled to one of the following benefits: • If the Participant dies with 3 or more years of Vesting Service, has less than 15 years of Pension Eligibility Service, and is not eligible for a Service Pension, the eligible spouse receives a deferred monthly survivor benefit for life beginning on the date the Participant would have reached earliest eligibility to commence a Deferred Vested Pension. The benefit is computed as though the Participant had left service on the date of death, survived until the earliest eligibility to commence a Deferred Vested Pension, retired at that time with the qualified survivor annuity option, and died the next day. • If the participant dies eligible for a Service Pension or with 15 years of Pension Eligibility Service, a surviving spouse receives a monthly survivor pension payable for life equal to 45% of the Accrued Benefit. The spouse's benefit will commence on the first day of the month following the participant's date of death. Death of an active vested or deferred vested participant employed by SWBT, SYP, SMSG, SOPS, SASI, STCOM, or SS that does not have a surviving spouse gets a lump sum actuarially equivalent to the surviving spouse benefit based on the employee's date of birth. The Plan provides a Lump Sum Death Benefit equal to the wages earned in the 12-month period ending on the date of death. This benefit is paid if an eligible active employee dies due to sickness or job-related injury and is survived by an "Eligible Beneficiary" (spouse, dependent child, dependent parent, or registered domestic partner). The benefit is also paid if a Disability or Service Pensioner who was eligible or had already retired as of January 1, 1987, dies and is survived by an Eligible Beneficiary.
17. Benefit for Termination Prior to Retirement	If a participant terminates employment after completing at least 5 years of Vesting Service, and before reaching eligibility for Service Pension (However, effective January 1, 2010, if any part of the accrued benefit is determined as a Cash Balance Account or DLS Account then the Participant is eligible after 3 years of Vesting Service), he is entitled to a monthly benefit, payable as a straight life annuity starting on the Participant's Normal Retirement Age (the later of age 65 or the fifth anniversary of plan participation), equals the Participant's Accrued Benefit on the date of termination. The benefit is actuarially reduced if commenced prior to Normal Retirement Age.
18. Disability Eligibility	An employee having completed fifteen years of Pension Eligibility Service and who becomes totally disabled prior to age 65.
19. Disability Benefit	The participant receives an immediate monthly pension, payable for life, equal to the Accrued Benefit based on service and compensation as of the date of termination, without reduction for commencement prior to age 65.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The West Program (Continued)

Monthly pension band amounts
West Program*
(bands 104 to 125)

	Terminations		
Pension Band	**On or after 1/1/2010 and before 1/1/2011**	**On or after 1/1/2011 before 1/1/2012**	**On or after 1/1/2012 ****
104	$41.68	$42.51	$43.36
105	43.22	44.08	44.96
106	44.81	45.71	46.62
107	46.41	47.34	48.29
108	47.91	48.87	49.85
109	49.50	50.49	51.50
110	51.06	52.08	53.12
111	52.64	53.69	54.76
112	54.14	55.22	56.32
113	55.74	56.85	57.99
114	57.27	58.42	59.59
115	58.85	60.03	61.23
116	60.42	61.63	62.86
117	61.95	63.19	64.45
118	63.55	64.82	66.12
119	65.11	66.41	67.74
120	66.63	67.96	69.32
121	68.20	69.56	70.95
122	69.76	71.16	72.58
123	71.34	72.77	74.23
124	72.89	74.35	75.84
125	74.49	75.98	77.50

* Table applies to West Program core bargaining group, IBEW 1269 – Pacific Bell Telephone Company, and TIU – Pacific Bell Telephone Company.
** Subject to COLA

Schedule SB, Part V – Summary of Plan Provisions (continued)

The West Program (Continued)

Monthly pension band amounts
Pacific Bell Directory South
(bands 311 to 322)

Terminations

Pension Band	On or after 1/1/2009 and before 1/1/2012	On or after 1/1/2012 before 1/1/2013	On or after 1/1/2013 and before 1/1/2014	On or after 1/1/2014
311	$46.25	$47.18	$48.12	$49.08
312	47.58	48.53	49.50	50.49
315	51.73	52.76	53.82	54.90
320	58.57	59.74	60.93	62.15
322	61.31	62.54	63.79	65.07

Monthly pension band amounts
Pacific Bell Directory South
(bands 400 to 422)

Terminations

Pension Band	On or after 1/1/2010 and before 6/1/2011	On or after 6/1/2011 before 6/1/2012	On or after 6/1/2012 and before 6/1/2013	On or after 6/1/2013
411	$47.64	$48.59	$49.56	$50.55
412	49.01	49.99	50.99	52.01
415	53.28	54.35	55.44	56.55
420	60.33	61.54	62.77	64.03
422	63.15	64.41	65.70	67.01

Schedule SB, Part V – Summary of Plan Provisions (continued)

The East Program

1. Eligibility for Participation	Any bargaining unit employee who is regularly employed by SNET will become a participant on the day after completing one year of Participation Service. Effective January 1, 2011 this program was closed to new hires and rehires hired on or after August 9, 2009. Benefit accrual was frozen effective October 30, 2012.
2. Credited Service	For purposes of determining the participant's accrued benefit, Credited Service is computed based on elapsed time since date of hire and includes employment with a Participating Company. Under Interchange Agreements, service with certain Interchange Companies is also credited.
3. Vested Service	Vesting Service is calculated on an elapsed time basis. For actives on January 1, 2010, accrued benefits will now be vested after three years.
4. Vesting Provisions	Upon completion of 3 Years of Vested Service, the participant is 100% vested.
5. Pay	The sum of a participant's annualized base wage rate, differential pay, and commissions as of October of the previous Plan Year (or date of hire/rehire if later) during the current contract. The Eligible Pay for each year is limited by law to the IRC Section 401(a)(17) compensation limit. Lump sum awards added in 2004, 2006, 2007, 2008, and 2009 are Eligible Pay. Target incentive compensation and success sharing plan payments are eligible pay effective November 1, 2010.
6. Cash balance plan account (CBPA)	As of July 1, 1995, the Cash Balance Plan Account is set equal to the Opening Cash Balance Plan Account. Thereafter, the Cash Balance Plan Account earns interest credits, service credits and pay credits as follows: **Interest credits** Interest is credited to the Cash Balance Plan Account monthly. Prior to April 30, 2009, interest credits were based on the greater of i) an effective annual rate of 7% and ii) the GATT rate plus 150 basis points. For periods after April 30, 2009 and before December 1, 2010, the interest crediting rate was 4%. For periods after December 1, 2010, the interest crediting rate will be the average 30-year Treasury bond yield for the month of November preceding the plan year. **Service credits** Service credits based on applicable Pay and Service Category are credited at the end of each month to the Cash Balance Plan Account. The Service Category is determined as of the beginning of each month. The Credited Service is only adjusted at year-end to reflect any additional service credited under the service bridging provisions of the Plan. For purposes of determining service credits, the determination is made by calculating actual years, months and days and raising any fractional days to a month. **Additional credits** An additional credit is credited during 2012 to the Cash Balance Plan Account of certain participants based on Pay and Service Category. **Opening cash balance plan account** Equal to the sum of the cash balance account under prior plan provisions and the product of the following: (1) annualized core pension benefit as of July 1, 1995 and (2) an early retirement factor, if less than 30 years service and (3) the applicable Cash Balance Plan Account conversion factor based on the participant's age as of July 1, 1995.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The East Program (Continued)

	Enhanced pension benefit Equal to the sum of the following: (1) annualized core pension benefit as of July 1, 1995 increased by 10% and (2) the cash balance account with interest credits under plan provisions as of July 1, 1995, increased by 10% and converted to an annuity. For a non-disabled participant with less than 30 years of service, the core pension benefit is reduced for commencement prior to age 55.
7. Normal Form of Payment	Single Participants : Life Only annuity Married Participants: Actuarially equivalent Joint & survivor annuity for married participants which is equal to 90% of the Accrued Benefit, with 45% of the accrued benefit continuing to the surviving upon the earlier death of the participant. If the spouse predeceases the participant that retired from the plan, the 10% reduction factor is removed for the future payments.
8. Optional Form of Payment	1) Joint and 75% or 100% Survivor Annuity 2) J&S options are with pop-up if service pension eligible. 3) In addition, in lieu of the normal form of retirement benefit, a participant may elect to receive a lump sum, partial lump sum or lump sum certain benefit.
9. Normal Retirement Date	Age 65 with 10 years of Pension Eligibility Service, age 55 with 20 years of Pension Eligibility Service, age 50 with 25 years of Pension Eligibility Service or 30 years of Pension Eligibility Service, if terminated after September 17, 1998, otherwise termination of employment after attaining 90 age and service points. For purposes of determining benefit eligibility, the determination is made by summing actual years, months and days and raising any fractional days of the sum to a month.
10. Normal Retirement Benefit	A lump sum benefit equal to the greatest of the Enhanced Pension Benefit times an immediate lump sum factor, the Cash Balance Plan Account, and the actuarial present value of the Accrued Benefit. In lieu of a lump sum benefit, a participant may receive an immediate monthly pension, payable for life, equal to the greater of the Enhanced Pension Benefit and the Accrued Benefit, reduced for commencement prior to Normal Retirement Age. The Enhanced Pension Benefit is converted to a lump sum based on GATT mortality (IRS Applicable Mortality Table pursuant to IRS RR2001-62) and an interest rate equal to the average 30 year Treasury bond yield for the month of November of the preceding calendar year, not to exceed 7.5%. The minimum lump sum benefit is the Enhanced Pension Benefit calculated as of July 1, 2001 based on an interest rate of 5.78%, GATT mortality, and the employee's age as of July 1, 2001. For an employee who has completed either 30 years of service or is age 55 or older with 20 or more years of service, the immediate single life annuity monthly pension benefit is to be equal to the greater of the Enhanced Pension Benefit and the Cash Balance Plan Account converted to a lifetime annuity commencing at the participants Normal Retirement Age using the applicable plan factor at age 65. This provision was made permanent with the collectively bargained contract that was agreed to in 2004.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The East Program (Continued)

11. Pre-Retirement Death Benefit	The eligible spouse of an active participant who dies prior to Normal Retirement Age and before benefit payments commence is entitled to one of the following benefits: The eligible spouse of an active participant who dies prior to Normal Retirement Age and before benefit payments commence is entitled to a lump sum benefit equal to the Cash Balance Account or the Enhanced Pension Benefit. Effective July 1, 2001, the Enhanced Pension Benefit will be converted to a lump sum based on GATT mortality and an interest rate equal to the average 30 year Treasury bond yield for the month of November of the preceding calendar year, not to exceed 7.5%. The minimum lump sum benefit will be the Enhanced Pension Benefit calculated as of July 1, 2001 based on an interest rate of 5.78%, GATT mortality, and the employee's age as of July 1, 2001. In lieu of a lump sum, the eligible spouse may elect a life annuity equal to the greater of the following: • a monthly pension equal to 45% of the Accrued Benefit or the Enhanced Pension Benefit as of March 31, 1995, reduced for commencement prior to the participant's Normal Retirement Age, or • the actuarial equivalent of the Cash Balance Plan Account paid as a monthly annuity, based on the surviving spouse's age as of the date of death. Death of an active vested participant that does not have a surviving spouse the participant's estate is paid a lump sum death benefit equal to the Cash Balance Plan Account. For participants hired prior to September 17, 1989, the Plan provides a Lump Sum Death Benefit equal to the annual basic rate of pay earned in the 12 month period ending on December 31, 1991, or date of retirement if earlier. This benefit is paid if an eligible active employee dies due to sickness or injury and is survived by an "Eligible Beneficiary" (spouse, dependent child, dependent parent, or registered domestic partner). The benefit is also paid if an eligible Disability or Service Pensioner dies and is survived by an Eligible Beneficiary. The benefit is not paid, however, if the eligible Disability or Service Pensioner has elected any portion of the pension benefit payable in the form of a lump sum.
12. Benefit for Termination Prior to Retirement	If a participant terminates employment with at least three years of Vesting Service, he is entitled to a lump sum benefit equal to the greatest of the Enhanced Pension Benefit times a deferred to age 65 lump sum factor, the Cash Balance Plan Account, and the actuarial present value of the Accrued Benefit. In lieu of a lump sum benefit, a participant may receive an immediate monthly pension, payable for life, equal to the greater of the Enhanced Pension Benefit, reduced for commencement prior to age 65 and the Accrued Benefit, reduced for commencement prior to Normal Retirement Age.
13. Disability Eligibility	An employee having completed fifteen years of Pension Eligibility Service and who becomes totally disabled prior to age 65.
14. Disability Benefit	The participant receives an immediate monthly pension, payable for life, equal to the Accrued Benefit based on service and compensation as of the date of termination, without reduction for commencement prior to age 65.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The East Program (Continued)

Cash balance plan service credit

	Years of Service							
Pay Bracket	**0-4**	**5-9**	**10-13**	**14-18**	**19-23**	**24-28**	**29-33**	**34+**
Less Than $20,000	$500	$600	$700	$850	$1,050	$1,400	$1,500	1,600
$20,000 to $22,500	525	625	725	875	1,100	1,475	1,575	1,675
$22,500 to $25,000	600	700	825	1,000	1,225	1,650	1,775	1,875
$25,000 to $27,500	650	775	900	1,100	1,375	1,825	1,950	2,075
$27,500 to $30,000	725	850	975	1,200	1,500	2,000	2,150	2,300
$30,000 to $32,500	775	925	1,075	1,300	1,625	2,175	2,325	2,475
$32,500 to $35,000	850	1,000	1,150	1,400	1,750	2,350	2,525	2,700
$35,000 to $37,500	925	1,100	1,300	1,575	1,925	2,625	2,800	2,975
$37,500 to $40,000	1,050	1,250	1,450	1,775	2,200	2,975	3,175	3,375
$40,000 to $42,500	1,175	1,400	1,625	1,975	2,450	3,325	3,550	3,775
$42,500 to $45,000	1,300	1,550	1,800	2,200	2,725	3,675	3,925	4,200
$45,000 to $47,500	1,425	1,700	1,975	2,400	2,975	4,025	4,300	4,600
$47,500 to $50,000	1,550	1,825	2,150	2,600	3,250	4,375	4,675	5,000
$50,000 to $52,500	1,675	1,975	2,325	2,825	3,500	4,725	5,050	5,400
$52,500 to $55,000	1,800	2,125	2,475	3,025	3,775	5,075	5,425	5,800
$55,000 to $57,500	1,925	2,225	2,600	3,175	3,950	5,325	5,675	6,050
$57,500 to $60,000	1,975	2,325	2,725	3,325	4,125	5,575	5,950	6,350
$60,000 to $62,500	2,075	2,450	2,875	3,475	4,325	5,850	6,225	6,650
$62,500 to $65,000	2,175	2,550	2,975	3,625	4,500	6,075	6,500	6,950
$65,000 to $67,500	2,275	2,625	3,075	3,750	4,675	6,300	6,750	7,200
$67,500 to $70,000	2,375	2,750	3,200	3,900	4,875	6,550	7,025	7,500
$70,000 to $72,500	2,475	2,850	3,325	4,050	5,075	6,800	7,300	7,800
$72,500 to $75,000	2,575	2,950	3,450	4,200	5,250	7,050	7,550	8,075
$75,000 to $77,500	2,650	3,050	3,575	4,350	5,425	7,300	7,825	8,350
$77,500 to $80,000	2,750	3,150	3,675	4,475	5,600	7,525	8,075	8,625
$80,000 to $82,500	2,825	3,250	3,800	4,625	5,800	7,775	8,350	8,925
$82,500 to $85,000	2,925	3,350	3,925	4,775	5,975	8,025	8,600	9,200
$85,000 to $87,500	3,000	3,450	4,025	4,900	6,150	8,250	8,850	9,450
$87,500 to $90,000	3,100	3,550	4,150	5,050	6,325	8,500	9,125	9,750
$90,000 to $92,500	3,175	3,650	4,275	5,200	6,500	8,750	9,375	10,025
$92,500 to $95,000	3,275	3,750	4,400	5,350	6,700	9,000	9,650	10,325
$95,000 to $97,500	3,350	3,850	4,500	5,475	6,875	9,225	9,900	10,575
$97,500 to $100,000	3,450	3,950	4,625	5,625	7,050	9,475	10,150	10,850
$100,000 to $102,500	3,525	4,050	4,750	5,775	7,225	9,725	10,425	11,150
$102,500 to $105,000	3,625	4,150	4,850	5,900	7,425	9,950	10,675	11,400
$105,000 to $107,500	3,700	4,250	4,975	6,050	7,600	10,200	10,950	11,700
$107,500 to $110,000	3,800	4,375	5,100	6,200	7,775	10,450	11,200	11,975

Schedule SB, Part V – Summary of Plan Provisions (continued)

The East Program (Continued)

Cash balance plan service credit (continued)

	Years of Service							
Pay Bracket	**0-4**	**5-9**	**10-13**	**14-18**	**19-23**	**24-28**	**29-33**	**34+**
$110,000 to $112,500	3,875	4,450	5,225	6,350	7,950	10,675	11,450	12,250
$112,500 to $115,000	3,975	4,550	5,325	6,500	8,125	10,925	11,725	12,525
$115,000 to $117,500	4,050	4,675	5,450	6,625	8,325	11,175	11,975	12,800
$117,500 to $120,000	4,150	4,775	5,575	6,775	8,500	11,425	12,250	13,100
$120,000 to $122,500	4,225	4,875	5,700	6,925	8,675	11,650	12,500	13,375
$122,500 to $125,000	4,325	4,975	5,800	7,075	8,850	11,900	12,750	13,625
$125,000 to $127,500	4,400	5,075	5,925	7,225	9,050	12,150	13,025	13,925
$127,500 to $130,000	4,500	5,175	6,050	7,350	9,225	12,375	13,275	14,200
$130,000 to $132,500	4,575	5,275	6,175	7,500	9,400	12,625	13,550	14,475
$132,500 to $135,000	4,675	5,375	6,275	7,650	9,575	12,875	13,800	14,750
$135,000 to $137,500	4,750	5,475	6,400	7,775	9,750	13,100	14,050	15,025
$137,500 & Over	4,850	5,575	6,525	7,925	9,950	13,350	14,325	15,325

Schedule SB, Part V – Summary of Plan Provisions (continued)

The East Program (Continued)

Additional cash balance plan credit

	Years of Service																	
Pay Bracket	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14-16**	**17**	**18**	**19+**
Less Than $20,000	$15	$30	$46	$63	$80	$0	$15	$34	$53	$72	$0	$14	$35	$57	$0	$3	$29	$29
$20,000 to $22,500	17	34	50	68	86	4	23	43	63	83	5	27	50	73	0	24	51	51
$22,500 to $25,000	6	25	44	63	83	4	25	47	69	92	0	16	41	68	0	5	36	36
$25,000 to $27,500	21	41	62	83	105	3	27	51	76	101	3	30	58	87	0	12	45	45
$27,500 to $30,000	10	32	55	79	103	3	29	55	82	110	14	44	75	107	0	18	55	55
$30,000 to $32,500	24	48	73	99	125	2	30	59	89	119	1	34	67	101	0	25	65	65
$32,500 to $35,000	14	40	66	94	123	2	32	63	95	128	13	48	84	121	0	32	75	75
$35,000 to $37,500	39	69	99	129	161	19	53	88	124	160	0	38	78	120	0	24	72	72
$37,500 to $40,000	43	76	110	145	181	18	57	96	137	178	22	66	112	159	0	37	92	92
$40,000 to $42,500	47	83	121	161	201	17	60	104	150	196	20	69	120	173	0	50	112	112
$42,500 to $45,000	50	91	133	176	221	17	64	113	163	214	18	73	129	187	0	39	106	106
$45,000 to $47,500	54	98	144	192	240	16	68	121	176	232	16	76	138	202	0	52	126	126
$47,500 to $50,000	57	106	156	207	260	40	96	154	214	275	14	79	147	216	0	65	145	145
$50,000 to $52,500	61	113	167	223	280	39	100	162	227	293	12	83	155	230	0	53	140	140
$52,500 to $55,000	64	121	178	238	300	38	103	171	240	311	35	111	189	269	0	66	159	159
$55,000 to $57,500	31	90	151	214	278	45	113	184	257	331	34	113	195	280	0	68	166	166
$57,500 to $60,000	73	135	198	264	332	51	123	197	273	351	32	116	201	290	0	71	173	173
$60,000 to $62,500	74	139	206	274	345	43	119	196	276	358	18	106	196	288	0	88	196	196
$62,500 to $65,000	56	124	193	265	338	39	117	198	281	366	30	120	214	310	0	75	187	187
$65,000 to $67,500	39	109	181	255	331	60	141	225	311	399	41	135	232	332	0	87	203	203
$67,500 to $70,000	31	104	178	255	335	42	126	213	302	394	39	137	238	342	0	89	210	210
$70,000 to $72,500	23	98	176	256	338	48	136	226	319	414	38	140	244	352	0	92	217	217
$72,500 to $75,000	15	93	173	256	342	55	146	239	335	434	37	142	250	362	0	94	224	224
$75,000 to $77,500	31	112	196	282	370	61	155	252	352	454	35	144	257	372	0	96	230	230

Table applies to additional credits made during 2012

Schedule SB, Part V – Summary of Plan Provisions (continued)

The East Program (Continued)

Additional cash balance plan credit (continued)

	Years of Service																	
Pay Bracket	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14-16**	**17**	**18**	**19 +**
$77,500 to $80,000	$14	$97	$183	$272	$363	$57	$154	$254	$357	$462	$47	$159	$275	$394	$0	108	247	$0
$80,000 to $82,500	31	117	206	297	392	64	164	267	373	482	45	161	281	404	0	110	253	0
$82,500 to $85,000	23	112	203	298	395	70	174	280	390	502	44	164	287	414	0	113	260	0
$85,000 to $87,500	30	122	216	313	413	66	172	282	394	510	55	178	305	436	0	125	276	0
$87,500 to $90,000	22	116	213	313	417	73	182	295	411	530	54	181	311	446	0	127	283	0
$90,000 to $92,500	39	136	236	339	445	79	192	308	427	550	52	183	318	456	0	129	290	0
$92,500 to $95,000	31	130	233	339	448	86	202	321	444	570	51	185	324	466	0	131	297	0
$95,000 to $97,500	38	141	246	355	466	82	200	323	449	578	62	200	342	488	0	143	313	0
$97,500 to $100,000	30	135	243	355	470	88	210	336	465	598	61	202	348	498	0	146	320	0
$100,000 to $102,500	47	155	266	380	498	95	220	349	482	618	59	205	354	508	0	148	327	0
$102,500 to $105,000	29	140	254	371	491	91	219	351	486	626	71	219	372	530	0	160	343	0
$105,000 to $107,500	46	159	276	396	520	97	228	364	503	646	69	222	379	540	0	162	350	0
$107,500 to $110,000	38	154	273	396	523	79	213	352	494	641	68	224	385	550	0	164	357	0
$110,000 to $112,500	46	164	286	412	541	100	237	378	524	674	54	214	378	547	0	151	348	0
$112,500 to $115,000	38	159	284	412	545	106	247	392	541	694	78	241	409	582	0	154	355	0
$115,000 to $117,500	54	178	306	438	573	88	231	380	532	689	76	243	415	592	0	181	386	0
$117,500 to $120,000	46	173	303	438	576	94	241	393	549	709	75	246	421	603	0	183	393	0
$120,000 to $122,500	54	183	316	453	594	90	240	394	554	717	61	235	415	599	0	170	384	0
$122,500 to $125,000	46	178	314	454	598	97	250	407	570	737	85	263	446	634	0	172	391	0
$125,000 to $127,500	62	197	336	479	626	103	259	421	586	757	84	265	452	645	0	175	398	0
$127,500 to $130,000	45	182	324	469	619	99	258	422	591	765	70	255	445	641	0	187	414	0
$130,000 to $132,500	62	202	346	495	648	106	268	435	608	785	68	257	451	651	0	189	421	0
$132,500 to $135,000	54	196	344	495	651	112	278	448	624	805	92	284	482	686	0	191	428	0
$135,000 to $137,500	61	207	356	510	669	108	277	450	629	813	78	274	476	683	0	203	444	0
$137,500 & Over	53	201	354	511	673	114	286	463	646	833	77	276	482	693	0	206	451	0

Table applies to additional credits made during 2012

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Midwest Program

1. Effective date	Restated January 1, 2011.
2. Plan Year	The 12-month period commencing each January 1.
3. Eligibility for Participation	Any bargained employee who is regularly employed by Ameritech will become a Participant on the latter of attaining age 21 or the day after completing one year of Service. Effective January 1, 2010 this program was closed to new hires and rehires in the Midwest Core CWA, Midwest Core IBEW, and CWA Global Services contracts hired on or after August 9, 2009. Effective April 1, 2010 this program was closed to new hires and rehires in the IBEW Global Services (Local 21, 58, 134) contracts hired on or after August 9, 2009. Effective June 1, 2011 this program was closed to new hires and rehires in the CWA Ameritech Publishing contract hired after January 1, 2011.
4. Credited Service	A Participant who completes 1,000 or more hours of service during a plan year, or during the first twelve months of employment, will be credited with a year of Service. Years of Service are used for determining participation and eligibility for benefits. Effective January 1, 2010, for active employees if any part of the accrued benefit is determined as a Cash Balance Account or DLS Account then the participant is vested after 3 years.
5. Vested Service	A Participant who completes 1,000 or more hours of service during a plan year, or during the first twelve months of employment, will be credited with a year of Service. Years of Service are used for determining participation and eligibility for benefits. Effective January 1, 2010, for active employees if any part of the accrued benefit is determined as a Cash Balance Account or DLS Account then the participant is vested after 3 years.
6. Vesting Provisions	Termination of employment after completing at least 5 years of Service, and before reaching eligibility for Service Pension. However, effective January 1, 2010, if any part of the accrued benefit is determined as a Cash Balance Account or DLS Account then the Participant is eligible after 3 years of Vesting Service.
7. Compensation ratio	Equal to highest average compensation of 3 out of the last 5 years, divided by the ratio of the following: • the dollar amount of pension band 135 times 480, divided by. • the Target Income Replacement Amount.
8. Target income replacement amount	Average income replacement of a 40-year service retiree for all jobs in Pension Bands 101-134, based on monthly benefit amounts, multiplied by the fraction of July Consumer Price Index (CPI) for year of retirement to 3-year average July CPI.
9. Supplemental pay	Bonus payments of $250 in 2006, $375 in 2007, and $375 in 2008 will be included effective January 1, 2005.
10. Supplemental monthly pension benefit	Equal to the product of the following: • average annual differentials, Supplemental Pay, Target incentive compensation (effective June 1, 2010), Success sharing plan payments (for Ameritech Publishing effective June 1, 2011), and special payment for the last 36 months (include in charge allowances, extra payments for temporary assignments or temporary promotions, evening and night differentials, job differentials, and commissions for final account collection specialists), • 0.001, and • the employee's Years and Months of Service.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Midwest Program (Continued)

11. Special pension account (SPA)	Effective December 31, 1999, a special pension account (SPA) was created for all participants eligible to retire. The SPA was set equal to the lump sum value of the participant's December 31, 1999 retirement benefit assuming they retire on that date. Most participants accrued the SPA with interest to December 31, 2000 as of January 1, 2001. Interest was credited during 2000 based on the plan's lump sum conversion rate. Effective December 31, 2000, the SPA was set equal to the greater of the participant's SPA balance at December 31, 2000 and the lump sum value of the participant's December 31, 2000 retirement benefit assuming they retire on that date. During 2001, bargained participants accrued the SPA with interest to December 31, 2001 based on the plan's lump sum conversion rate. As of December 31, 2001, the SPA lump sum balance is frozen.
12. Normal Form of Payment	Single Participants : Life Only annuity Married Participants: Actuarially equivalent Joint & survivor annuity for married participants which is equal to 90% of the Accrued Benefit, with 45% of the accrued benefit continuing to the surviving upon the earlier death of the participant. If the spouse predeceases the participant that retired from the plan, the 10% reduction factor is removed for the future payments.
13. Optional Form of Payment	1) Joint and 75% or 100% Survivor Annuity 2) J&S options are with pop-up if service pension eligible.
15. Normal Retirement Date	First day of the month coinciding with or next following Age 65 with 10 years of Pension Eligibility Service, age 55 with 30 years of Pension Eligibility Service, age 50 with 25 years of Pension Eligibility Service or 30 years of Pension Eligibility Service.
16. Normal Retirement Benefit	A monthly benefit equal to the greater of the SPA, converted to an annuity, and the sum of the following: • the Basic Monthly Pension Benefit, and • the Supplemental Monthly Pension Benefit. If the Participant was eligible for a Service Pension on December 31, 2000, the value of the Special Pension Account (SPA) is a minimum benefit. The Normal Retirement Benefit must be at least as great as the benefit accrued through May 31, 2006. A lump sum benefit is available equal to the Accrued Benefit, converted to a lump sum.
17. Supplemental monthly pension	The product of .001 times Supplemental Pay during the last 36 months of employment divided by 36, times Pension Calculation Service.
18. Early Retirement Eligibility	First day of month coincident with or next following the completion of five years of Service, and before reaching eligibility for Service Pension. However, effective January 1, 2010, if any part of the accrued benefit is determined as a Cash Balance Account or DLS Account then the first day of month coincident with or next following the completion of three years of Service, and before reaching eligibility for Service Pension.
19. Early Retirement Benefit	A lump sum benefit is available equal to the Accrued Benefit, converted to a lump sum. Accrued Benefit commencing immediately and reduced .5% for each month prior to age 55 with less than 30 years of service and is unreduced with 30 or more years of service.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Midwest Program (Continued)

20. Pre-Retirement Death Benefit	The eligible spouse of an active participant who dies prior to Normal Retirement Age and before benefit payments commence is entitled to one of the following benefits: • If the participant dies with 3 or more years of Vesting Service, has less than 15 years of Pension Eligibility Service, and is not eligible for a Service Pension, the eligible spouse receives a deferred monthly survivor benefit for life beginning on the date the participant would have reached earliest eligibility to commence a Deferred Vested Pension. The benefit is computed as though the participant had left service on the date of death, survived until the earliest eligibility to commence a Deferred Vested Pension, retired at that time with the qualified survivor annuity option, and died the next day. In lieu of the monthly survivor benefit, a surviving spouse will have the option of electing to receive a lump sum actuarially equivalent to the deferred monthly survivor benefit. • If the participant dies eligible for a Service Pension or with 15 years of Pension Eligibility Service, a surviving spouse receives a monthly survivor pension payable for life equal to 45% of the Accrued Benefit. The spouse's benefit will commence on the first day of the month following the participant's date of death. In lieu of the monthly survivor benefit, a surviving spouse will have the option of electing to receive a lump sum actuarially equivalent to the monthly survivor benefit. For CWA or IBEW members under the core contracts and API and APIL bargaining units, death of an active vested or deferred vested Participant that does not have a surviving spouse is entitled to a lump sum actuarially equivalent to the surviving spouse benefit based on the employee's date of birth. The Plan provides a Lump Sum Death Benefit equal to the wages earned in the 12-month period ending on the month of death. This benefit is paid if an eligible active employee dies due to sickness or non-job-related injury and is survived by an "Eligible Beneficiary" (spouse, dependent child, dependent parent, or registered domestic partner). The benefit is also paid if an eligible Disability or Service Pensioner dies and is survived by an Eligible Beneficiary. API employees hired on or after January 1, 1991 will not be entitled to any death benefits while active or upon retirement. All other company employees hired on or after January 1, 1993 will not be entitled to any death benefits upon retirement.
21. Benefit for Termination Prior to Retirement	The monthly benefit, payable as a straight life annuity starting on the Participant's Normal Retirement Age (the later of age 65 or the fourth anniversary of plan participation), equals the Participant's Accrued Benefit on the date of termination. The benefit is actuarially reduced if commenced prior to Normal Retirement Age. A Participant who terminates employment eligible for a Deferred Vested Pension receives a benefit commencing at Normal retirement Age or at termination of service, if later. If the Participant has sufficient Service for early retirement eligibility, the Deferred Vested Pension may commence early when the Participant later meets the age requirements.
22. Disability Eligibility	An employee having completed fifteen years of Pension Eligibility Service and who becomes totally disabled prior to age 65.
23. Disability Benefit	The participant receives an immediate monthly pension, payable for life, equal to the Accrued Benefit based on service and compensation as of the date of termination, without reduction for commencement prior to age 65.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Midwest Program (Continued)

Monthly pension band amounts
Midwest Program*
(bands 200 to 233)

Pension Band	Terminations On or after 1/1/2010 and before 1/1/2011	Terminations On or after 1/1/2011 before 1/1/2012	Terminations On or after 1/1/2012 **
200A	$27.47	$28.02	$28.58
200B	29.37	29.96	30.56
200C	31.25	31.88	32.52
201	33.17	33.83	34.51
202	35.04	35.74	36.45
203	36.92	37.66	38.41
204	38.83	39.61	40.40
205	40.72	41.53	42.36
206	42.64	43.49	44.36
207	44.53	45.42	46.33
208	46.42	47.35	48.30
209	48.31	49.28	50.27
210	50.16	51.16	52.18
211	52.08	53.12	54.18
212	54.00	55.08	56.18
213	55.90	57.02	58.16
214	57.78	58.94	60.12
215	59.67	60.86	62.08

Pension Band	Terminations On or after 1/1/2010 and before 1/1/2011	Terminations On or after 1/1/2011 before 1/1/2012	Terminations On or after 1/2012 **
216	$61.43	$62.66	$63.91
217	63.20	64.46	65.75
218	64.96	66.26	67.59
219	66.73	68.06	69.42
220	68.45	69.82	71.22
221	70.20	71.60	73.03
222	71.90	73.34	74.81
223	73.63	75.10	76.60
224	75.35	76.86	78.40
225	77.02	78.56	80.13
226	78.90	80.48	82.09
227	80.74	82.35	84.00
228	82.63	84.28	85.97
229	84.46	86.15	87.87
230	86.33	88.06	89.82
231	88.19	89.95	91.75
232	90.04	91.84	93.68
233	91.89	93.73	95.60

* Table only applies to members of the CWA or IBEW under the Midwest core contracts.
** Subject to COLA

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Midwest Program (Continued)

Monthly pension band amounts
Ameritech Publishing, Inc.
(bands 97 to 135)

Pension Band	Terminations: On or after 6/1/2010 and before 6/1/2011	Terminations: On or after 6/1/2011 before 6/1/2012	Terminations: On or after 6/1/2012 and before 6/1/2013	Terminations: On or after 6/1/2013
97	$28.18	$28.74	$29.31	$29.90
98	29.61	30.20	30.80	31.42
99	31.06	31.68	32.31	32.96
100	32.49	33.14	33.80	34.48
101	33.90	34.58	35.27	35.98
102	35.35	36.06	36.78	37.52
103	36.78	37.52	38.27	39.04
104	38.20	38.96	39.74	40.53
105	39.62	40.41	41.22	42.04
106	41.08	41.90	42.74	43.59
106A	41.79	42.63	43.48	44.35
107	42.51	43.36	44.23	45.11
107A	43.24	44.10	44.98	45.88
108	43.92	44.80	45.70	46.61
108A	44.68	45.57	46.48	47.41
109	45.38	46.29	47.22	48.16
110	46.81	47.75	48.71	49.68
111	48.26	49.23	50.21	51.21
112	49.66	50.65	51.66	52.69
113	51.08	52.10	53.14	54.20
114	52.52	53.57	54.64	55.73
115	$53.95	$55.03	$56.13	$57.25
116	55.41	56.52	57.65	58.80
117	56.81	57.95	59.11	60.29
118	58.24	59.40	60.59	61.80
119	59.68	60.87	62.09	63.33
120	61.14	62.36	63.61	64.88
121	62.51	63.76	65.04	66.34
122	63.98	65.26	66.57	67.90
123	65.39	66.70	68.03	69.39
124	66.82	68.16	69.52	70.91
125	68.25	69.62	71.01	72.43
126	69.67	71.06	72.48	73.93
127	71.13	72.55	74.00	75.48
128	72.53	73.98	75.46	76.97
129	73.99	75.47	76.98	78.52
130	75.39	76.90	78.44	80.01
131	76.88	78.42	79.99	81.59
132	78.25	79.82	81.42	83.05
133	79.70	81.29	82.92	84.58
134	81.15	82.77	84.43	86.12
135	77.01	78.55	80.12	81.72

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Midwest Program (Continued)

Monthly pension band amounts
SBC Global Services, Inc.*
(bands 306 to 322)

	Terminations		
Pension Band	On or after 4/1/2010 and before 4/1/2011	On or after 4/1/2011 before 4/1/2012	On or after 4/1/2012 **
306	$37.78	$38.54	$39.31
316	54.46	55.55	56.66
318	57.58	58.73	59.90
319	59.13	60.31	61.52
322	63.72	64.99	66.29

*Table applies to IBEW Local 58
** Subject to COLA

Monthly pension band amounts
SBC Global Services, Inc.*
(band 528)

	Terminations		
Pension Band	On or after 4/1/2010 and before 4/1/2011	On or after 4/1/2011 before 4/1/2012	On or after 4/1/2012 **
528	$67.71	$69.06	$70.44

*Table applies to IBEW Local 134
** Subject to COLA

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Midwest Program (Continued)

Monthly pension band amounts
SBC Global Services, Inc.*
(bands 601 to 633)

Pension Band	Terminations On or after 4/1/2010 and before 4/1/2011	Terminations On or after 4/1/2011 before 4/1/2012	Terminations On or after 4/1/2012 **
601	$28.33	$28.90	$29.48
602	29.94	30.54	31.15
603	31.55	32.18	32.82
604	33.17	33.83	34.51
605	34.79	35.49	36.20
606	36.41	37.14	37.88
607	38.04	38.80	39.58
608	39.66	40.45	41.26
609	41.26	42.09	42.93
610	42.88	43.74	44.61
611	44.50	45.39	46.30
612	46.11	47.03	47.97
613	47.74	48.69	49.66
614	49.36	50.35	51.36
615	50.98	52.00	53.04
616	52.49	53.54	54.61
617	53.99	55.07	56.17

Pension Band	Terminations On or after 4/1/2010 and before 4/1/2011	Terminations On or after 4/1/2011 before 4/1/2012	Terminations On or after 4/2012 **
618	$55.50	$56.61	$57.74
619	56.99	58.13	59.29
620	58.48	59.65	60.84
621	59.97	61.17	62.39
622	61.41	62.64	63.89
623	62.89	64.15	65.43
624	64.35	65.64	66.95
625	65.81	67.13	68.47
626	67.40	68.75	70.13
627	68.97	70.35	71.76
628	70.58	71.99	73.43
629	72.14	73.58	75.05
630	73.74	75.21	76.71
631	75.33	76.84	78.38
632	76.90	78.44	80.01
633	78.50	80.07	81.67

*Table applies to IBEW Local 21
** Subject to COLA

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Midwest Program (Continued)

Monthly pension band amounts
SBC Global Services, Inc.*
(bands 701 to 733)

Pension Band	Terminations On or after 1/1/2010 and before 1/1/2011	Terminations On or after 1/1/2011 before 1/1/2012	Terminations On or after 1/1/2012 **
701	$36.13	$36.85	$37.59
702	38.18	38.94	39.72
703	40.23	41.03	41.85
704	42.31	43.16	44.02
705	44.38	45.27	46.18
706	46.43	47.36	48.31
707	48.51	49.48	50.47
708	50.56	51.57	52.60
709	52.62	53.67	54.74
710	54.65	55.74	56.85
711	56.76	57.90	59.06
712	58.82	60.00	61.20
713	60.88	62.10	63.34
714	62.96	64.22	65.50
715	65.00	66.30	67.63
716	66.92	68.26	69.63
717	68.86	70.24	71.64
718	$70.79	$72.21	$73.65
719	72.70	74.15	75.63
720	74.59	76.08	77.60
721	76.49	78.02	79.58
722	78.33	79.90	81.50
723	80.21	81.81	83.45
724	82.06	83.70	85.37
725	83.93	85.61	87.32
726	85.96	87.68	89.43
727	87.99	89.75	91.55
728	90.00	91.80	93.64
729	91.99	93.83	95.71
730	94.04	95.92	97.84
731	96.06	97.98	99.94
732	98.07	100.03	102.03
733	100.11	102.11	104.15

*Table applies to CWA District 4
** Subject to COLA

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Midwest Program (Continued)

Monthly pension band amounts
SBC Long Distance, LLC.
(bands 401 to 433)

Pension Band	Terminations On or after 6/1/2008 and before 6/1/2009	Terminations On or after 6/1/2009 before 6/1/2010	Terminations On or after 6/1/2010 **
401	$30.25	$30.93	$31.70
402	31.96	32.68	33.50
403	33.67	34.43	35.29
404	35.41	36.21	37.12
405	37.16	38.00	38.95
406	38.89	39.77	40.76
407	40.61	41.52	42.56
408	42.33	43.28	44.36
409	44.04	45.03	46.16
410	45.78	46.81	47.98
411	47.52	48.59	49.80
412	49.23	50.34	51.60
413	50.97	52.12	53.42
414	52.71	53.90	55.25
415	54.43	55.65	57.04
416	56.04	57.30	58.73
417	57.63	58.93	60.40

Pension Band	Terminations On or after 6/1/2008 and before 6/1/2009	Terminations On or after 6/1/2009 before 6/1/2010	Terminations On or after 6/1/2010 **
418	$59.25	$60.58	$62.09
419	60.85	62.22	63.78
420	62.44	63.84	65.44
421	64.03	65.47	67.11
422	65.57	67.05	68.73
423	67.16	68.67	70.39
424	68.71	70.26	72.02
425	70.27	71.85	73.65
426	71.97	73.59	75.43
427	73.65	75.31	77.19
428	75.36	77.06	78.99
429	77.02	78.75	80.72
430	78.73	80.50	82.51
431	80.41	82.22	84.28
432	82.11	83.96	86.06
433	83.82	85.71	87.85

*Table applies to CWA District 4
** Subject to COLA

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Southeast Program

1. Effective date	Restated January 1, 2011.
2. Plan Year	The 12-month period commencing each January 1.
3. Eligibility for Participation	Any bargained employee who is regularly employed by a BellSouth Participating Company is eligible to participate in the Plan provided the employee is not younger than age 18. Effective January 1, 2011 this program is closed to new hires and rehires in any non-NDCA contract hired on or after August 9, 2009.
4. Credited Service	An hour for which an employee is paid or entitled to payment.
5. Vested Service	A participant who completes 1,000 or more Hours of Service during a plan year will be credited with a year of Vesting Service. For actives (except NDCA and Utility Ops) on January 1, 2010, accrued benefits will now be vested after three years. For NDCA and Utility Ops employees, accrued benefits are vested after five years unless a part of their accrued benefit is a cash balance.
6. Vesting Provisions	Termination of employment after completing at least 3 years of Vesting Service (5 years for NDCA and Utility Ops unless they have a cash balance account), and before reaching eligibility for Service Pension.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Southeast Program (Continued)

7. Accrued benefit

The Pre-99 Pension Band Benefit is equal to the sum of the following:

Basic monthly pension benefit: Dollar amount corresponding to the Pension Band number shown in the Pension Band table, for the Pension Band that such participant has been assigned as of the date of the calculation, multiplied by the participant's Net Credited Service as of December 31, 1998. The band amounts are scheduled to increase July 1, 2008 by 2.0% and July 1, 2009 by 2.0%.

Supplemental monthly pension benefit:

- Equal to the product of the following:
- Average annual amount of differential pay for the last 36 months,
- .001, and
- Such participant's Net Credited Service as of December 31, 1998.

Cash balance account

As of January 1, 1999 the opening Cash Balance Account was equal to the greater of (i) such participant's Cash Balance Account under the Plan as of December 31, 1998, or (ii) $3,000. Thereafter, the Cash Balance Account earns Pension Band Credits and Interest Credits as follows:

Pension band credit A Pension Band Credit is credited to the Cash Balance Account on an annual basis. The amount of the annual credit is equal to 60 times the pension band amount. The band amounts are scheduled to increase July 1, 2008 by 2.0% and July 1, 2009 by 2.0%.
Interest credit Interest is credited to the Cash Balance Account, based on the average 30-year Treasury bond yield for the month of November preceding the plan year. The historical interest credits are shown on the interest credits table.
Accrued benefit

A monthly benefit, payable at age 65, equal to the sum of the following:

- Pre-99 Pension Band Benefit multiplied by 1.06, and
- The Actuarial Equivalent of the Cash Balance Account, based on the average 30-year Treasury bond yield for the month of November preceding the plan year.

The cash balance account portion of the accrued benefit is the cash balance account, effective January 1, 2010.

Special provisions apply to certain employees of BellSouth Advertising and Publishing Company.

Special provisions apply to employees classified as Utility Operations Employee, Cable Placing Operations Employee or National Directory and Customer Assistance Employee.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Southeast Program (Continued)

8. Normal Form of Payment

Single Participants : Life Only annuity

Married Participants: Actuarially equivalent Joint & survivor annuity for married participants which is equal to 90% of the Accrued Benefit, with 45% of the accrued benefit continuing to the surviving upon the earlier death of the participant. If the spouse predeceases the participant that retired from the plan, the 10% reduction factor is removed for the future payments.

9. Optional Form of Payment

1) Joint and 75% or 100% Survivor Annuity

2) J&S options are with pop-up if service pension eligible.

10. Retirement Date

First day of the month coinciding with or next following Age 65 with 10 years of Pension Eligibility Service, age 55 with 30 years of Pension Eligibility Service, age 50 with 25 years of Pension Eligibility Service or 30 years of Pension Eligibility Service.

11. Retirement Benefit

A participant may elect to have the Accrued Benefit payable in reduced amounts upon meeting eligibility for a Service Pension. The Pre-99 Service Pension Benefit is reduced for commencement prior to age 62 using the factor shown in the early retirement factors table. The Cash Balance portion is actuarially reduced if commenced prior to age 65.

Early retirement factors at commencement of service pension

Completed years	Less than 30	30 or more Years
50	0.64	1
51	0.7	1
52	0.76	1
53	0.82	1
54	0.88	1
55	0.94	1
56	1	1
57	1.01	1.01
58	1.02	1.02
59	1.03	1.03
60	1.04	1.04
61	1.05	1.05
62 & over	1.06	1.06

12. Pre-Retirement Death Benefit

The eligible beneficiary of a participant who dies before benefit payments commence is entitled to receive one of the following benefits:

- In the case of death of a deferred vested participant or an active participant eligible for a Deferred Vested Pension, the eligible beneficiary is entitled to receive a deferred or immediate benefit. The immediate benefit is the sum of the current Cash Balance Account converted to an immediate annuity based on the participant's age at death, plus the actuarially reduced Pre-99 Benefit calculated as if the participant had terminated and elected a life annuity payable at age 65 then adjusted to the actuarial equivalent life annuity payable immediately, based on the participant's age at death. The deferred benefit is the sum of the Cash Balance Account grown with interest to the date the participant would have obtained age 65 and converted to an immediate annuity based on

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Southeast Program (Continued)

	calculated as if the participant had terminated and elected a life annuity payable at age 65. • In the case of death of a Service Pension eligible participant who has not commenced receipt of payments, the eligible beneficiary is entitled to receive an immediate benefit. The immediate benefit is the sum of the current Cash Balance Account converted to an immediate annuity based on the participant's age at death plus the reduced Pre-99 Benefit calculated as if the participant had retired and elected a life annuity. The pre-retirement survivor benefit was payable to eligible beneficiaries upon the participant's death prior to 2005. For deaths occurring on or after January 1, 2005, the pre-retirement survivor benefit will be payable to (1) an eligible spouse, or (2) if there is no eligible spouse, the participant's estate in the form of a lump sum. The Plan provides a single sum Death Benefit equal to the wages earned in the 12-month period ending on the month of death, not less than $500. This benefit is paid if an eligible active employee dies due to sickness or accidental injury and is survived by a beneficiary (spouse, dependent child, or dependent parent). The beneficiary may elect to receive this benefit in monthly installments in lieu of a lump sum. The sickness or accidental death benefit became a frozen benefit for all active participants as of December 31, 2004. Any employee hired or rehired on or after January 1, 2005 will not have a sickness or accidental death benefit payable upon death. A Death Benefit is also paid if a Service Pensioner, with at least 10 years of Net Credited Service as of December 31, 1989, dies and is survived by a beneficiary. The Death Benefit for a Service Pensioner with 10 to 19 years of Net Credited Service is a single sum equal to 50% of the wages earned in the 12-month period ending on December 31, 1989. The Death Benefit for a Service Pensioner with 20 or more years of Net Credited Service is equal to 100% of the wages earned in the 12-month period ending on December 31, 1989. This benefit is only payable from the pension plan if the participant elected to receive their Service Pension as a monthly annuity.
13. Non-decreasing lump sum guarantee	Beginning December 31, 1999, BellSouth implemented a non-decreasing lump sum feature that protects the lump sum value of a participant's Pre-99 Benefit in case of rising interest rates. The lump sum value is calculated on each December 31st for Service Pension Eligible participants. It is based on the current pension band amount, current interest rate, and service as of December 31, 1998, and will become a guaranteed minimum lump sum value of the Pre-99 Benefit at retirement.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Southeast Program (Continued)

14. Benefit for Termination Prior to Retirement

A participant may elect to have the Accrued Benefit payable in reduced amounts upon attaining age 55 with more than 20 years of Net Credited Service, or upon attaining age 50 with 25 or more years of Net Credited Service. The Pre-99 Deferred Vested Pension Benefit is reduced using early retirement reduction factors shown in the deferred vested early retirement factors table, if commenced prior to age 65. The Cash Balance portion is actuarially reduced if commenced prior to age 65.

Early retirement factors at commencement of deferred vested pension

Completed years of age	Completed months of age								
	0	1	2	3	4	5	6	7	8
50	0.24	0.24	0.24	0.25	0.25	0.25	0.25	0.25	0.25
51	0.26	0.26	0.26	0.27	0.27	0.27	0.27	0.27	0.27
52	0.28	0.28	0.29	0.29	0.29	0.29	0.3	0.3	0.3
53	0.31	0.31	0.32	0.32	0.32	0.32	0.33	0.33	0.33
54	0.34	0.34	0.35	0.35	0.35	0.35	0.36	0.36	0.36
55	0.37	0.37	0.38	0.38	0.38	0.38	0.39	0.39	0.39
56	0.4	0.4	0.41	0.41	0.41	0.42	0.42	0.42	0.43
57	0.44	0.44	0.45	0.45	0.45	0.46	0.46	0.46	0.47
58	0.48	0.48	0.49	0.49	0.5	0.5	0.51	0.51	0.51
59	0.53	0.53	0.54	0.54	0.55	0.55	0.56	0.56	0.56
60	0.58	0.59	0.59	0.6	0.6	0.61	0.62	0.62	0.63
61	0.65	0.66	0.66	0.67	0.67	0.68	0.69	0.69	0.7
62	0.72	0.73	0.73	0.74	0.75	0.75	0.76	0.77	0.77
63	0.8	0.81	0.82	0.82	0.83	0.84	0.85	0.85	0.86
64	0.89	0.9	0.91	0.92	0.93	0.94	0.95	0.95	0.96
65 and Over	1								

15. Disability Eligibility

An employee having completed fifteen years of Pension Eligibility Service and who becomes totally disabled prior to age 65.

16. Disability Benefit

The Pre-99 Pension Band Benefit is not reduced for early commencement. The Cash Balance Account is projected to age 62 and divided by an age 62 immediate annuity factor.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Southeast Program (Continued)

Monthly pension band amounts

Terminations

Pension Band	On or after 6/1/2010 and before 6/1/2011	On or after 6/1/2011 Before 6/1/2012	On or after 6/1/2012 *
12	$13.85	$14.13	$14.41
99	31.52	32.15	32.79
101	34.29	34.98	35.68
102	35.77	36.49	37.22
103	37.24	37.98	38.74
104	38.62	39.39	40.18
105	40.10	40.90	41.72
106	41.57	42.40	43.25
107	43.02	43.88	44.76
108	44.44	45.33	46.24
109	45.92	46.84	47.78
110	47.35	48.30	49.27
111	48.81	49.79	50.79
Supp DTSR	14.74	15.03	15.33
112	50.21	51.21	52.23

Terminations

Pension Band	On or after 6/1/2010 and before 6/1/2011	On or after 6/1/2011 Before 6/1/2012	On or after 6/1/2012 *
113	$51.67	$52.70	$53.75
114	53.11	54.17	55.25
115	54.57	55.66	56.77
116	56.06	57.18	58.32
117	57.44	58.59	59.76
118	58.92	60.10	61.30
119	60.37	61.58	62.81
120	61.85	63.09	64.35
121	63.25	64.52	65.81
122	64.71	66.00	67.32
123	66.18	67.50	68.85
124	67.59	68.94	70.32
Supp MAR	39.98	40.78	41.60
129	74.85	76.35	77.88
Utility Ops	11.55	11.78	12.02

* Subject to COLA

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Southeast Program (Continued)

Interest credits

Year	Interest Credits
1993	2.70%
1994	4.70%
1995	4.80%
1996	4.60%
1997	5.20%
1998	6.11%
1999	5.25%
2000	6.15%
2001	5.78%
2002	5.12%
2003	4.96%
2004	5.12%
2005	4.89%
2006	4.73%
2007	4.69%
2008	4.52%
2009	4.00%
2010	4.31%
2011	4.19%
2012	3.02%

Credit shown for 1993 is for the period July 1, 1993 to December 31, 1993.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Bargained Cash Balance Program

1. Eligibility for Participation	Any bargaining unit employee who is a member of a collective bargaining unit that has agreed to the terms of the BCB. If not a member at the time of agreement, the employee will become a participant on the day after completing one year of Period of Service. Current bargaining units that have employees in the BCB program: DGA, PBLD, PBI, SBC Global Services Inc. (CA/NV and Customer Operations Specialists), SWBAG, SBC Internet Services - Tier 2.
2. Period of service	The period from date of hire to severance from employment.
3. Vested Service	Vesting service is calculated on an elapsed time basis. For actives on January 1, 2010, accrued benefits will now be vested after three years.
4. Pension compensation	The sum of a participant's: • Actual base pay • Group incentive compensation (e.g., Team Award, STIP, etc.) • Individual nondiscretionary incentive compensation (e.g., commissions) • Individual Discretionary Awards (IDA) • Success Sharing Plan payments Additional compensation (e.g., shift differentials, lump wages, etc.) is included for certain bargaining units.
5. Cash Balance benefit	The Cash Balance benefit earns benefit credits and interest credits as follows: **Benefit credits** • 5% of monthly pension compensation credited monthly. **Interest credits** • Interest is credited to the Cash Balance Account monthly, based on the average 30-year Treasury bond yield for the middle month of the prior quarter.
6. Normal Form of Payment	Single Participants : Life Only annuity Married Participants: Qualified joint and survivor annuity, with 50% of the benefit continuing to the surviving spouse upon the earlier death of the Participant.
7. Optional Form of Payment	1) Joint and 75% Survivor Annuity 2) single lump sum payment of their cash balance account.

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Bargained Cash Balance 2 Program

1. Eligibility for Participation	Any bargained employee from a participating bargaining unit (and associated NMNUs) hired/rehired after the date below will become a participant on the day after completing one year of Participation Service. • CWA (SBC Internet Services, LLC, Tier 1) (since Jan. 1, 2007), no lump sum • CWA District 6 (AT&T Mobility Services LLC) (effective Jan.1, 2009), no lump sum • IBEW Local 2139 (Pacific Bell Directory - South) (effective Jan. 1, 2009), no lump sum • CWA (except Districts 3 and 6) (AT&T Mobility Services LLC) (effective Jan. 1, 2010), no lump sum • CWA District 4 (AT&T Midwest Core Contract) (including Appendix G) (effective Jan. 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • CWA District 4 (SBC Global Services, Inc., COS) (effective Jan. 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • CWA District 9 (AT&T West Core Contract) (effective Jan. 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • IBEW (AT&T Core Contract) (effective Jan. 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • IBEW Local 21 (AT&T Midwest Core Contract) (effective Jan. 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • IBEW Local 1269 (Pacific Bell Telephone Company) (effective Jan. 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • TIU (Pacific Bell Telephone Company) (effective Jan. 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • CWA (AT&T Core Contract) (effective April 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • CWA District 6 (AT&T Southwest Core Contract) (effective April 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • IBEW Local 21 (SBC Global Services, Inc.) (effective April 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • IBEW Local 58 (SBC Global Services, Inc.) (effective April 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • IBEW Local 134 (SBC Global Services, Inc.) (effective April 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • IBEW Local 1269 (AT&T Digital Graphics Advantage) (effective April 1, 2010 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • CWA District 3 (AT&T Southeast Core Contract) (effective Jan. 1, 2011 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • CWA District 3 (AT&T Billing Southeast) (effective Jan. 1, 2011 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • CWA District 3 (BellSouth Advertising & Publishing Corporation) (effective Jan. 1, 2011 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • CWA District 3 (BellSouth Telecommunications, Inc. – Internet Services & Utility Ops) (effective Jan. 1, 2011 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • CWA District 1 (AT&T East Core Contract) (effective Jan. 1, 2011 for hires/rehires on or after Aug. 9, 2009), lump sum eligible

Schedule SB, Part V – Summary of Plan Provisions (continued)

The Bargained Cash Balance 2 Program (Continued)

1. Eligibility for Participation (continued)	• CWA District 3 (SNET Information Services, Inc.) (effective Jan. 1, 2011 for hires/rehires on or after Aug. 9, 2009), lump sum eligible • CWA District 3 (AT&T Mobility Services LLC) (effective Jan. 1, 2011), no lump sum • CWA District 4 (Ameritech Publishing) (effective June 1, 2011 for hires/rehires on or after January 1, 2011), lump sum eligible • BEW Local 1269 (Pacific Bell Directory - North) (effective June 1, 2011 for hires/rehires on or after January 1, 2011), no lump sum • CWA District 6 (Southwestern Bell Yellow Pages) (effective June 1, 2011 for hires/rehires on or after June 1, 2011), lump sum eligible • CWA (SBC Internet Services, LLC, Tier 2) (effective June 1, 2011 for hires/rehires on or after January 1, 2011), no lump sum • IBEW Local 1547 (AT&T Mobility Services LLC) (effective June 1, 2011 for hires/rehires on or after June 1, 2011), no lump sum • IBEW Local 1547 (Alascom, Inc.) (effective Jan. 1, 2012 for hires/rehires on or after January 1, 2012), no lump sum
2. Vested Service	Vesting service is calculated on an elapsed time basis. Accrued benefits will now be vested after three years.
3. Eligible compensation	The sum of a participant's: • Actual base pay • Group incentive compensation (e.g., Team Award, STIP, etc.) • Individual nondiscretionary incentive compensation (e.g., commissions) • Individual Discretionary Awards (IDA) • Lump sum special payments • Success Sharing Plan payments • Target Incentive Compensation
4. Cash Balance benefit	After completing one year of Participation Service, the Cash Balance benefit earns basic credits, interest credits and supplemental credits as follows:: **Benefit credits** The basic credit equals eligible compensation multiplied by the age credit factor. The age credit factor is based on attained age at the end of the month in which credits are applied from the following age credit factor table: Attained age / Age credit factor under 30 — 1.75% 30-36 — 2.25% 37-43 — 2.75% 44-49 — 3.25% 50 & over — 4.00% **Interest credits** Interest is credited to the cash balance account monthly at 4.5%. **Supplemental credits** The Supplemental credits equals eligible compensation in excess of the Social Security Wage Base, if any, multiplied by 2%.

Schedule SB, Part V – Summary of Plan Provisions (Continued)

The Bargained Cash Balance 2 Program (Continued)

5. Normal Form of Payment	Single Participants : Life Only annuity Married Participants: Qualified joint and survivor annuity, with 50% of the benefit continuing to the surviving spouse upon the earlier death of the Participant.
6. Optional Form of Payment	1) Joint and 75% Survivor Annuity 2) a single lump sum payment of their cash balance account.