THE CONTINENTAL, INC. PENSION PLAN

The New Global Crossing Frozen Pension Plan

Summary Plan Description (SPD)

Effective Jan. 1, 2025

This Summary Plan Description ("SPD") is intended to be a general description of The New Global Crossing Frozen Pension Plan that was merged into and became a part of The Continental, Inc. Pension Plan, effective December 31, 2013. The actual terms and conditions of your eligibility, participation and entitlement to benefits are set forth in the Plan documents. In case of any question or dispute concerning the operation or effect of the Plan, the terms of the Plan documents will be controlling. The Lumen Employee Benefits Committee has discretionary authority to construe the terms of the Plan documents, as well as this document. You may examine the Plan documents or request a copy of them by contacting the Lumen Employee Benefits Committee.

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Introduction

The New Global Crossing Frozen Pension Plan (the “GC Plan”), sponsored by Global Crossing North America, Inc. (“Global Crossing”), held the frozen accrued benefits of certain employees and former employees who have benefits under the Plan or its predecessors. The GC Plan was designed to accept certain assets and liabilities that originated in the Frontier Corporation pension plan (“Frontier Plan”) that was frozen as of Dec. 31, 1996 and later continued by Global Crossing as a frozen plan (the “Transferor Plan”).

Effective Dec. 31, 2013, Continental Level 3, Inc. (the “Company”), a wholly-owned subsidiary of Lumen Technologies, Inc. (“Lumen”), acquired Global Crossing. Effective Oct. 3, 2011, the GC Plan was merged into and became a part of The Continental, Inc. Pension Plan (the “Plan”) sponsored by the Company. Participation and accruals in the GC Plan were frozen prior to the merger.

Following the merger, the frozen accrued benefits (“Accrued Benefits”) of eligible GC Plan Participants are determined and paid in accordance with the Plan provisions in effective as of Dec. 31, 2013. These Accrued Benefits and various rights and features associated with them come from several different plans maintained originally by different companies within the former Frontier Corporation group of affiliated employers. The benefit provisions of the GC Plan in effect as of Dec. 31, 2013, are set forth in Appendix IV of the Plan.

For purposes of this summary plan description (this “SPD”), all reference to the Plan or GC Plan regarding the determination and payment of the frozen Accrued Benefit are determined in accordance with the GC Plan provisions set forth in Appendix IV of the Plan.

This Summary Plan Description (“SPD”) explains the main features of the Plan as in effect on January 1, 2025. The first part of this SPD discusses features applicable to all GC Plan benefits. Differences among benefits are noted in the Appendices. A separate Appendix exists for each derivative Frontier Plan. You will need to read the first part of this SPD in conjunction with the relevant Appendix that applies to you. Capitalized terms are defined either in this first part of this SPD or in the relevant Appendix.

Plan Administration

The administration of a retirement plan and the management of its assets involve many persons and organizations, the most important of which are the following:

Plan Sponsor. The Plan is sponsored by:

Continental Level 3, Inc.
100 CenturyLink Dr.
Monroe, LA 71203

Employer ID Number: 06-1296108

The Company may amend the terms of the Plan, except that no amendment may cause any part of the assets held under the Plan to be used for or diverted to purposes other than for the exclusive benefit of Participants or their Beneficiaries. Although the Company intends to continue the Plan indefinitely, the Company has the authority to terminate it at any time, subject to applicable provisions of the Employee Retirement Income Security Act of 1974 ("ERISA") and the Internal Revenue Code of 1986 (the "Code"). If the Plan is terminated, all Accrued Benefits will be paid to Participants in accordance with the Plan's payment provisions.

Plan Administrator. The Lumen Employee Benefits Committee (the "Committee") is the official Plan Administrator. As Plan Administrator, the Committee has full discretionary power to construe and interpret the Plan and has full responsibility for administering the Plan. This includes the power to determine questions relating to the Plan (including a Participant's eligibility for Plan benefits); to administer and pay benefits; to establish rules for administering the Plan; to delegate administrative responsibilities; and to disburse money from the Plan for administrative, legal, advisory and other costs incurred in administering the Plan. All decisions of the Plan Administrator are final and binding on all parties.

You may write to the Committee at the following address:

Lumen Employee Benefits Committee
214 East 24th St.
Vancouver, WA 98663

The Committee has delegated many of the day-to-day responsibilities of administering the Plan to the Lumen Pension Service Center. If you have any questions concerning the Plan, you should call the Lumen Pension Service Center at 888-324-0689.

Trustee. All Plan assets, including all contributions to the Plan, are under the control of the Trustee, who has the responsibility for investing these assets in accordance with the trust agreement. At the present time, the Trustee is Russell Investments Trust Company.

You may contact the Trustee at:

Russell Investments Trust Company
1301 2nd Ave.
18th Floor
Seattle, WA 98101

Service of Legal Process. In the event you determine it necessary to take action against the Plan, service of legal process may be made upon the Plan Administrator.

Plan Administrator. The Plan Administrator's address is:

Lumen Employee Benefits Committee
214 East 24th St.
Vancouver, WA 98663-3212

and

Lumen Assistant General Counsel / ERISA
931 14th St., Ste. 900
Denver, CO 80202-2994

Service of legal process may also be served on the Trustee or the Committee at the addresses indicated in this SPD.

Note: Any lawsuit to enforce a benefit claim or to interpret the Plan may be brought only by civil action in the United

States District Court for the Western District of Louisiana. By virtue of your participation in the Plan, you are deemed to have irrevocably consented to this jurisdiction and venue in the Court and you also are deemed to have agreed to irrevocably waive any defense based on lack of venue, personal jurisdiction, forum non conveniens, transfer, priority doctrines and any other defenses of similar type or import.

Plan Year. Jan. 1 to Dec. 31

Plan Number. 020

Eligibility and Participation. The Plan has been established as a frozen plan. It exists to hold assets and liabilities transferred to it from the Transferor Plan which was itself a frozen plan. No new participants entered the Transferor Plan after Dec. 31, 1995, and no participants other than those whose Accrued Benefits are transferred to the Plan are eligible to participate in the Plan. If you are a Participant whose benefit has been transferred to the Plan, you have a frozen Accrued Benefit under the Plan that will be paid when you retire or otherwise become eligible for benefits.

Contributions to the Plan. The Company will make contributions to the Plan in amounts it determines are required to meet the costs of the Plan. The Company will determine the amount of its contributions based on actuarial calculations concerning the amounts projected as being required to pay promised benefits. All contributions under the Plan will be paid to the Trustee and deposited in a trust fund. The trust fund is invested by the Trustee or by an investment manager appointed from time to time by the Company in accordance with the terms of the trust agreement or investment manager agreement, as the case may be. All assets of the trust fund, including investment income (and losses), are retained for the exclusive benefit of Participants. Benefits payable under the Plan will be provided from the trust fund.

Payment of benefits

Retirement

You will be entitled to receive 100% of your Accrued Benefit when you retire and attain either Early Retirement Age or Normal Retirement Age. If you elect to retire early, your benefit may be reduced to compensate for the fact that you will begin receiving benefits over a longer period of time than benefits payable at Normal Retirement Age. Under certain circumstances, such as meeting specified age and length of service requirements, your benefit may not be reduced if you retire and begin receiving benefits early. See the relevant Appendix under Early Retirement Age for the terms and conditions of Early Retirement Benefits that apply to you.

Death

If you are married at the time of your death, your Spouse will receive a survivor annuity. The section on "Form of benefit payments" describes the survivor annuity. There may be additional death benefits which apply to you. If such provisions are applicable, they are set forth in the relevant Appendix.

Disability

If you become disabled while a Participant, you will be entitled to receive 100% of your benefit. Generally, this benefit will be paid to you at your Normal Retirement Age or at reduced level at your Early Retirement Age. There may be additional Disability Benefits which apply to you. If such provisions are applicable, they are set forth in the relevant Appendix.

Termination of employment

If your employment terminates for reasons other than those listed above, you will also be entitled to receive 100% of your Accrued Benefit. Generally, your termination benefit is payable when you attain your Normal Retirement Age, or at a reduced level if you are eligible to be paid at your Early Retirement Age. Additional terms and conditions may apply to benefits paid upon termination of employment. If applicable, they are set forth in the relevant Appendix.

Qualified Domestic Relations Orders (QDRO)

As a general rule, your retirement benefit may not be alienated. This means that your benefit may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your retirement benefit while it remains in the Plan.

There is an exception to this general rule. The Committee may be required by law to recognize obligations you incur as a result of court-ordered payments under a “Qualified Domestic Relations Order” or QDRO. A QDRO is a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your benefit in the Plan to your Spouse, former Spouse, child or other dependent. If a QDRO is received by the Committee, all or a portion of your benefits may be used to satisfy the obligation. The Committee determines the validity of any domestic relations order the Plan receives. You may obtain, at no charge, a copy of the Plan’s procedures for processing QDROs by contacting the WTW QDRO Service Center.

WTW QDRO Service Center
DEPT: LUM
PO Box 981909
El Paso, TX 79998
Attn: QDRO Team

Phone: 855-481-2661
Facsimile: 310-789-5984

Limits on benefits

The Plan is required by law to limit the benefit that may accrue on your behalf. The maximum annual benefit that may accrue on your behalf is the lesser of 100% of your high three years’ compensation or $195,000 (this figure is the 2011 limit; it is indexed for inflation and may rise in the future). Thus, if your highest three years’ compensation is $30,000, the maximum amount of your annual benefit is $30,000. In addition to these limitations, the maximum annual compensation that can be used as a basis for calculating any employee’s benefit is limited to $245,000 (this figure is for 2011 and is also indexed for inflation).

Vesting

Vesting is a term used to define that portion of your total Accrued Benefit that you will actually receive upon becoming entitled to benefits. Under the Plan, your Accrued Benefit is 100% vested at all times which means that no action by the Company or by you, such as termination of employment, can result in the reduction of your Accrued Benefit.

Payment of benefits

Events that permit payment

Generally, benefits are payable when you terminate your employment and reach Normal Retirement Age, or, if you so elected, Early Retirement Age. Benefits may also become payable upon any other termination of employment but the actual payment of these benefits will generally be deferred until you reach Normal Retirement Age or, in some cases, Early Retirement Age. In addition, as noted above, the Appendix may indicate your entitlement to other benefits in the event of termination of employment.

Form of benefit payments

When you leave the Company or its subsidiaries, you will need to elect the form for receiving your benefits. The relevant Appendix lists the forms of payment which you are eligible to elect. All of the various forms of payment are actuarially equivalent. This essentially means that they have equivalent dollar value as of the date payments are to begin. Your actual monthly payment will depend not only on your Accrued Benefit, but also on the form of payment, your age, and the age of any designated survivor. If you terminate participation and your Accrued Benefit is $5,000 or less, the present value of your benefit is immediately distributable. You have the option of having the value of this benefit paid to you in a single lump sum or transferred to an IRA of your choice or to another employer's plan. If you fail to make a choice, benefits with a value of $1,000 or less will automatically be paid to you in a lump sum cash payment; benefits with a value of more than $1,000 but of $5,000 or less will be transferred automatically to an IRA of the Company's choice. Once the transfer is completed, you will be the IRA owner with the right to select investments of your own choice in accordance with the terms of the IRA.

The Plan is subject to the joint and survivor annuity rules provided for in ERISA and the Code. These rules provide that a married participant's default form of benefit is a joint and survivor annuity with the Participant's Spouse as the surviving annuitant. Under this form of benefit, you will receive a monthly benefit for your life and, if your Spouse survives you, he or she will continue to receive a monthly benefit equal to 50% of the amount you were receiving. Your benefit will be paid in this form unless you elect another form and your Spouse consents in writing to the election. Your Spouse's consent must acknowledge the effect of the election (i.e., depending on the form of benefit chosen, the fact that your Spouse may not receive any benefits after your death), be witnessed by a Plan representative or notary public and designate a Beneficiary or form of benefit that cannot be changed without your Spouse's consent. The Committee can provide you with more information regarding your ability to elect or waive the joint and survivor annuity form of benefit.

If you are married and die while in the employ of the Company, your surviving Spouse is entitled to receive a qualified Pre-retirement Survivor Annuity. Generally, this is an annuity payable to your Spouse in an amount equal to what would be paid to your Spouse if you had chosen to receive your benefit as a Qualified Joint and 50% Survivor Annuity and immediately died. If you die on or after your Early Retirement Age, your Spouse's benefit will be determined as if you retired with a Qualified Joint and 50% Survivor Annuity on the day before your death. If you die prior to your Early Retirement Age, your Spouse's benefit will be calculated as if you separated from service on the date of your death, survived to your Early Retirement Age, retired with a Qualified Joint and 50% Survivor Annuity and immediately died.

If you die while on military leave, you or your Beneficiary will be entitled to any additional benefits as if you had resumed employment the day before your death, and then terminated employment on the date of your death.

There may be additional provisions which apply to you with regard to the Pre-retirement Survivor Annuity. If so, they are set forth in the relevant Appendix.

Federal tax considerations

The Plan is intended to be "qualified" under Section 401(a) of the Code and, therefore, has tax advantages for you. For example, at the present time, no tax will be due on the contributions made by the Company on your behalf. In addition, earnings in the Plan accumulate without being taxed until you actually receive benefits.

You will be taxed on the benefits you receive from the Plan. Under the Plan, benefits are generally paid in the form of an annuity, i.e., in a stream of payments over your life or over your life and the life of your Spouse or Beneficiary. These benefits cannot be rolled into an IRA or another plan, are subject to ordinary income tax rates and are subject to withholding for income taxes (but not Social Security taxes) unless you elect to have no withholding.

If you should receive a lump sum payment (payable if the total value of your benefit is $5,000 or less or $1,000 or less as the case may be), you may be able to defer the tax due on the lump sum payment. Such a distribution is termed an "eligible rollover distribution." The rollover of all or a portion of the distribution must be made to a traditional Individual Retirement Account (IRA) or another employer's retirement plan that qualifies under Sections 401(a), 401(k), 403(b), or 457(b) of the Code ("eligible retirement plan"). A rollover will result in no tax being due until you begin withdrawing funds from the eligible retirement plan. In order to avoid federal income tax withholding on such a distribution, the distribution must be transferred directly to the trustee of an eligible retirement plan. If the distribution is not transferred directly to such a trustee, the distribution will be subject to a special 20% federal income tax withholding requirement, even if you should later decide to roll it over. The distribution may still be rolled over, but such a rollover of the distribution MUST be made within strict time frames (normally, within 60 days after you receive your distribution). In addition, under limited circumstances all or a portion of a distribution may not qualify for this rollover treatment.

Please note, a surviving Spouse can roll over a distribution to an IRA only. Similarly, a non-Spouse Beneficiary can roll over amounts only to an inherited IRA.

If qualified, you can also make a rollover to a Roth IRA, which will result in income tax at the time of rollover, but you will not be taxed on the earnings when you take a withdrawal.

Whenever you receive a distribution, the Committee will deliver to you a more detailed explanation of the tax consequences. However, since the rules which determine whether you qualify for favorable tax treatment are very complex, you should consult with a qualified tax adviser before making a choice.

Top Heavy provisions

The Plan contains provisions which become effective should the Plan be deemed "top heavy". These provisions, among other things, may require that a minimum annual benefit accrue on behalf of non-key employees. Basically, a plan is top heavy if certain key employees of the Company are entitled to receive more than 60% of the benefits provided under the Plan. It is not expected that the Plan will ever become top heavy.

Claims procedure

The following describes the claims procedures under the Plan:

Claims procedure for non-Disability claims

Filing a claim for benefits

A claim is considered filed with the Company when a written request for benefits is made to the Plan Administrator. For the address of the Plan Administrator, see pages 1 and 2.

Processing the claim

The Plan Administrator must process the claim within 90 days after the claim is filed. If an extension of time for processing is required, written notice must be given to you before the end of the initial 90-day period. The extension notice must indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render its final decision. In no event can the extension period exceed a period of 90 days from the end of the initial 90-day period.

Denial of claim

If a claim is wholly or partially denied, the Plan Administrator must notify you within 90 days following receipt of the claim (or 180 days in the case of an extension for special claim). If notice of the denial of a claim is not furnished within the 90/180-day period, the claim is considered denied and you are permitted to proceed to the review stage.

Review procedure

You or your duly authorized representative has 60 days after receipt of a claim denial to appeal the denied claim to an appropriate named fiduciary or individual designated by the fiduciary and to receive a full and fair review of the claim. As part of the review, you must be allowed to review all Plan documents and other papers that affect the claim and must be allowed to submit issues and comments and argue against the denial in writing.

Decision on review

The Plan will generally decide the appeal within 60 days after the Plan Administrator receives the claim. This 60-day period may be extended for up to 60 days, if the Plan Administrator both determines that such an extension is necessary due to matters beyond its control and notifies the claimant, prior to the expiration of the initial 60-day period, of the circumstances requiring the extension of time and the date by which the Plan Administrator expects to render a decision. The decision on review must be written in clear and understandable language and must include specific reasons for the decision as well as specific references to the pertinent Plan provisions on which the decision is based. If the decision on review is not made within the time limits specified above, the appeal will be considered denied.

Benefit claims procedure for Disability claims

Filing a claim for benefits

A claim is considered filed with the Company when a written request for benefits is made to the Plan Administrator. For the address of the Plan Administrator, see pages 1 and 2.

Processing the claim

The Plan Administrator must process the claim within 45 days after the claim is filed. This 45-day period may be extended for up to 30 days, if the Plan Administrator both determines that such an extension is necessary due to matters beyond its control and notifies the claimant, prior to the expiration of the initial 45-day period of the circumstances requiring the extension of time and the date by which the Plan Administrator expects to render a decision. If, prior to the end of the 30-day extension period, the Plan Administrator determines that, due to matters beyond its control, it cannot render a decision within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Plan Administrator notifies the claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date by which the Plan Administrator expects to render a decision.

Denial of claim

If a claim is wholly or partially denied, the Plan Administrator must notify you within 45 days following receipt of the claim (or 75 or 105 days in the case of extensions for special circumstances). If notice of the denial of a claim is not furnished within the applicable period, the claim is considered denied and you are permitted to proceed to the review stage.

Review procedure

You or your duly authorized representative has 180 days after receipt of a claim denial to appeal the denied claim to an appropriate named fiduciary or individual designated by the fiduciary and to receive a full and fair review of the claim. As part of the review, you must be allowed to review all Plan documents and other papers that affect the claim and must be allowed to submit issues and comments and argue against the denial in writing.

Decision on review

The Plan will generally decide the appeal within 45 days after the Plan Administrator receives the claim. This 45-day period may be extended for up to 45 days, if the Plan Administrator both determines that such an extension is necessary due to matters beyond its control and notifies the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan Administrator expects to render a decision. The review of the Plan Administrator's initial adverse benefit determination shall be conducted by a named fiduciary of the Plan who is neither the individual who made the initial adverse benefit determination nor a subordinate of that individual. The decision on review must be written in clear and understandable language and must include specific reasons for the decision as well as specific references to the pertinent Plan provisions on which the decision is based. If the decision on review is not made within the time limits specified above, the appeal will be considered denied.

Changes in the Plan

The Company expects to maintain the Plan indefinitely; however, it reserves the right to amend or terminate the Plan at any time. The Plan is also subject to Internal Revenue Service guidelines which may require changes from time to time. If the Plan is terminated, benefits will be paid out to Participants in accordance with the Plan's terms.

The Company may approve the merger or consolidation of the Plan with another pension plan or the transfer of the assets or liabilities of the Plan to another plan. However, even if the Plan were to terminate immediately after the transfer, Plan Participants are assured of benefits at least equal to what they would have received had the Plan been terminated instead of transferred.

Pension Benefit Guaranty Corporation

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. If the Plan terminates without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the employer; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's Normal Retirement Age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask the Committee or contact the PBGC's Technical Assistance Division, 1200 K St. N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website at pbgc.gov.

Statement of Participation Rights

The Plan was originally established for your exclusive benefit. The Plan has been and will continue to be administered with this purpose in mind and in accordance with applicable law. Naturally, as with any similar undertaking, disagreements can arise concerning the terms of the Plan, particularly with respect to a claim for benefits. The expectation of the Company has been that the persons appointed to administer the Plan and the procedures they have developed would suffice to resolve any such disagreements. However, because of abuses that occurred in some plans which were incapable of internal resolution, Congress adopted certain additional rights and protections for Plan Participants under ERISA. These rights and protections have been summarized by government regulations which require that we inform you of them in the following statement:

ERISA provides that all Plan Participants shall be entitled to receive information about your Plan and benefits. You may:

- Examine, without charge, at the Committee's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefits Administration.
- Obtain upon written request to the Committee, copies of the documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Committee may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Committee is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

Prudent actions by Plan fiduciaries

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

Enforce your rights

If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Committee to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Committee. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Committee.

Assistance with your questions

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

Appendix A: Global Crossing (Frontier)/ Rochester Plan/Non-Bargaining

Provisions which are specific to your participation:

Accrued Benefit. Your benefit is frozen as of Dec. 31, 1996. Your Accrued Benefit will remain in the Plan until you reach Early or Normal Retirement Age, at which time, your benefit will be paid out to you from the Plan. However, if the value of your Accrued Benefit is less than $5,000, you will be paid out upon your termination of employment. The amount of your frozen benefit has been determined in accordance with the benefit formula in effect at the time the plan was frozen. While your Accrued Benefit will not decrease, the amount of your Accrued Benefit is based on the assumption that you will work at the Company or an Affiliated Company until your Normal Retirement Age. If you retire early, or terminate employment prior to your Early or Normal Retirement Age, your monthly benefit may be reduced to take into account the fact that the benefit is paid out early.

Year of Service. Year of Service means any Plan Year using either method below, whichever one method applied to all Plan Years produce the higher number of Years of Service:

- **Hours Equivalency.** You will be credited with a Year of Service if you complete 1,000 Hours of Service during a Plan Year.
- **Elapsed Time.** You will be credited with a Year of Service for each full year of elapsed service, computed on the basis of one full year of elapsed service for each 365 days of elapsed service. Elapsed service means the time elapsed between your Employment Date and your last Severance from Service Date provided that elapsed service shall not include any Period of Severance occurring between your Employment Date and last Severance from Service Date.

Period of Severance. This means the period of time commencing on your Severance from Service Date and ending on your next occurring Reemployment Commencement Date.

Reemployment Commencement Date. This means the first date after your Severance from Service Date on which you complete an Hour of Service.

Severance from Service Date. This means the earlier of:

- The date on which you terminate employment with the Company and all Affiliated Companies by reason of a divestiture, resignation, retirement, discharge or death (including such a termination while an employee is on a maternity or paternity leave, other approved leave of absence or layoff, regardless of whether such termination occurs before the first anniversary of such leave or layoff); or
- The first anniversary of the beginning of your separation from service with the Company and all Affiliated Companies (including a separation by reason of a maternity or paternity leave, any other approved leave of absence or layoff) which is longer than 12 consecutive months and is not interrupted by a termination described above.

Disability. Disability means a physical or mental condition which, in the judgment of the Committee, based on medical reports and other evidence satisfactory to the Committee, will permanently prevent you from satisfactorily performing your usual duties for the Company.

Disability Benefit. If you suffer a Disability and are eligible to receive benefits under the Company's Long-Term Disability Plan or under the Company's Short-Term Disability Plan, you will be attributed, for purposes of determining eligibility to receive Early Retirement Benefits only, with a period of service of not longer than one Year of Service for the period during which you were absent from work due to your Disability. If you are not eligible for Early Retirement and do not

return to employment within one year following the first day of your absence from work because of the Disability, you shall be considered a terminated participant, eligible for Deferred Vested Benefits.

Normal Retirement Age. Normal Retirement Age is the later of age 65 or the fifth anniversary of your commencement of participation in the plan.

Early Retirement Age. If you reach age 52 and complete at least 17 Years of Service or if you complete at least 27 Years of Service, regardless of your age, you may elect Early Retirement. The amount of your Early Retirement Benefit shall be your Accrued Benefit. This benefit shall be payable as of your Early Retirement Age without reduction to take into account payment prior to Normal Retirement Age.

Alternatively, if you reach age 47 but not 52 and you have completed at least 22 Years of Service, you may elect early retirement. The amount of your Early Retirement Benefit shall be your Accrued Benefit. If the benefit is payable prior to age 52 it shall be reduced to take into account the fact that benefits will be paid over a longer period of time.

Normal form of benefit. The normal forms of benefit for married and unmarried participants are explained in the main text of this SPD.

Optional forms of benefit. The optional forms of benefit from which you may choose are:

- **Option A:** If you are married, a straight life annuity.
- **Option B:** A reduced benefit payable during your life equal to 90% of the benefit to which you would otherwise be entitled with the provision that after your death an income at one-half the rate of your reduced benefit will be payable to your designated parent during the parent's life. If the parent predeceases you, the benefits thereafter payable to you shall revert to the unreduced amount to which you would have otherwise been entitled.
- **Option C:** A reduced benefit payable during your life with the provision that, after your death, an income at 75% of the rate of your income shall be continued during the life of, and shall be paid to, your Spouse or, if unmarried, your designated parent as Contingent Annuitant.

Death Benefits. In the event of your death, if you retired on or prior to Dec. 31, 1996, and if you are receiving normal, early, deferred or disability pension benefits, which death is caused by sickness or injury, a death benefit will be paid to:

- Your Spouse if the Spouse is legally married to you at the time of your death; or
- Your unmarried child or children under the age of 23 years (or over that age if physically or mentally incapable of self-support) who was actually supported in whole or in part by you at the time of your death; or
- A dependent parent who lives in the same household with you or who lives in a separate household in the vicinity which is provided for the parent by you; or
- A trust for the benefit of any of the above Beneficiaries.

If none of the enumerated Beneficiaries survives you, no death benefit will be paid under the Plan. If two or more of the enumerated Beneficiaries survive you, the Committee, in its sole discretion, may pay the death benefit to one of the Beneficiaries or allocate it among the Beneficiaries in such portions as it may determine.

The amount of the death benefit shall equal 12 months' wages computed at your most recent rate of pay at the date of death or at retirement, as the case may be. If you were not employed full time, the death benefit shall be prorated in accordance with the ratio that your usual hours of service during a Plan Year bear to the hours of service of full time employees during a Plan Year. For purposes of this paragraph, the term rate of pay means the total of the following amounts: (1) your annualized base rate of pay at death, (2) all bonuses paid to you in the calendar year preceding your death and (3) all commissions paid to you in the calendar year preceding your death. The term rate of pay shall not include overtime, tier payments, any other form of special or nonrecurring compensation except for bonuses and commissions included under the preceding sentence, or any amounts in excess of $150,000 (as adjusted for cost of living increases) paid to you during any Plan Year.

You may file with the Committee a written direction that the death benefit will be paid to your Beneficiary in equal monthly installments over any period of years up to 10. In the absence of such written direction, the Committee in its sole discretion may pay the death benefit in a lump sum or in installment payments, the number and size of which may be varied by the Committee as circumstances may indicate.

Appendix B: Global Crossing (Frontier)/ Rochester Plan/CWA

Provisions which are specific to your participation:

Accrued Benefit. Your benefit is frozen as of Dec. 31, 1996. Your Accrued Benefit will remain in the Plan until you reach Early or Normal Retirement Age, at which time, your benefit will be paid out to you from the Plan. However, if the value of your Accrued Benefit is less than $5,000, you will be paid out upon your termination of employment. The amount of your frozen benefit has been determined in accordance with the benefit formula in effect at the time the Plan was frozen. While your Accrued Benefit will not decrease, the amount of your Accrued Benefit is based on the assumption that you will work at the Company or an Affiliated Company until your Normal Retirement Age. If you retire early, or terminate employment prior to your Early or Normal Retirement Age, your monthly benefit may be reduced to take into account the fact that the benefit is paid out early.

Year of Service. Year of Service means any Plan Year using either method below, whichever one method applied to all Plan Years produce the higher number of Years of Service:

- **Hours Equivalency.** You will be credited with a Year of Service if you complete 1,000 Hours of Service during a Plan Year.
- **Elapsed Time.** You will be credited with a Year of Service for each full year of elapsed service, computed on the basis of one full year of elapsed service for each 365 days of elapsed service. Elapsed service means the time elapsed between your Employment Date and your last Severance from Service Date, provided that elapsed service shall not include any Period of Severance occurring between your Employment Date and last Severance from Service Date.

Period of Severance. This means the period of time commencing on your Severance from Service Date and ending on your next occurring Reemployment Commencement Date.

Reemployment Commencement Date. This means the first date after your Severance from Service Date on which you complete an Hour of Service.

Severance from Service Date. This means the earlier of:

- The date on which you terminate employment with the Company and all Affiliated Companies by reason of a divestiture, resignation, retirement, discharge or death (including such a termination while an employee is on a maternity or paternity leave, other approved leave of absence or layoff, regardless of whether such termination occurs before the first anniversary of such leave or layoff); or
- The first anniversary of the beginning of your separation from service with the Company and all Affiliated Companies (including a separation by reason of a maternity or paternity leave, any other approved leave of absence or layoff) which is longer than 12 consecutive months and is not interrupted by a termination described above.

Disability. Disability means a physical or mental condition which, in the judgment of the Committee, based on medical reports and other evidence satisfactory to the Committee, will permanently prevent you from satisfactorily performing your usual duties for the Company.

Disability Benefit. If you suffer a Disability and are eligible to receive benefits under the Company's Long-Term Disability Plan or under the Company's Short-Term Disability Plan, you will be attributed, for purposes of determining eligibility to receive Early Retirement Benefits only, with a period of service of not longer than one Year of Service for the period during which you were absent from work due to your Disability. If you are not eligible for Early Retirement and do not

return to employment within one year following the first day of your absence from work because of the Disability, you shall be considered a terminated participant, eligible for Deferred Vested Benefits.

Normal Retirement Age. Normal Retirement Age is the later of age 65 or the fifth anniversary of your commencement of participation in the Plan.

Early Retirement Age. If you reach age 52 and complete at least 17 Years of Service or if you complete at least 27 Years of Service, regardless of your age, you may elect Early Retirement. The amount of your Early Retirement Benefit shall be your Accrued Benefit. This benefit shall be payable as of your Early Retirement Age without reduction to take into account payment prior to Normal Retirement Age.

Alternatively, if you reach age 47 but not 52 and you have completed at least 22 Years of Service, you may elect Early Retirement. The amount of your Early Retirement Benefit shall be your Accrued Benefit. If the benefit is payable prior to age 52 it shall be reduced to take into account the fact that benefits will be paid over a longer period of time.

Normal form of benefit. The normal forms of benefit for married and unmarried participants are explained in the main text of this SPD.

Optional forms of benefit. The optional forms of benefit from which you may choose are:

- **Option A:** If you are married, a straight life annuity.
- **Option B:** A reduced benefit payable during your life equal to 90% of the benefit to which you would otherwise be entitled with the provision that after your death an income at one-half the rate of your reduced benefit will be payable to your designated parent during the parent's life. If the parent predeceases you, the benefits thereafter payable to you shall revert to the unreduced amount to which you would have otherwise been entitled.
- **Option C:** A reduced benefit payable during your life with the provision that, after your death, an income at 75% of the rate of your income shall be continued during the life of, and shall be paid to, your Spouse or, if unmarried, your designated parent as Contingent Annuitant.

Appendix C: Global Crossing (Frontier)/ Rochester Plan/RTWA

Provisions which are specific to your participation:

Accrued Benefit. Your benefit is frozen as of Dec. 31, 1997. Your Accrued Benefit will remain in the Plan until you reach Early or Normal Retirement Age, at which time, your benefit will be paid out to you from the Plan. However, if the value of your Accrued Benefit is less than $5,000, you will be paid out upon your termination of employment. The amount of your frozen benefit has been determined in accordance with the benefit formula in effect at the time the Plan was frozen. While your Accrued Benefit will not decrease, the amount of your Accrued Benefit is based on the assumption that you will work at the Company or an Affiliated Company until your Normal Retirement Age. If you retire early, or terminate employment prior to your Early or Normal Retirement Age, your monthly benefit may be reduced to take into account the fact that the benefit is paid out early.

Year of Service. Year of Service means any Plan Year using either method below, whichever one method applied to all Plan Years produce the higher number of Years of Service:

- **Hours Equivalency.** You will be credited with a Year of Service if you complete 1,000 Hours of Service during a Plan Year.
- **Elapsed Time.** You will be credited with a Year of Service for each full year of elapsed service, computed on the basis of one full year of elapsed service for each 365 days of elapsed service. Elapsed service means the time elapsed between your Employment Date and your last Severance from Service Date, provided that elapsed service shall not include any Period of Severance occurring between your Employment Date and last Severance from Service Date.

Period of Severance. This means the period of time commencing on your Severance from Service Date and ending on your next occurring Reemployment Commencement Date.

Reemployment Commencement Date. This means the first date after your Severance from Service Date on which you complete an Hour of Service.

Severance from Service Date. This means the earlier of:

- The date on which you terminate employment with the Company and all Affiliated Companies by reason of a divestiture, resignation, retirement, discharge or death (including such a termination while an employee is on a maternity or paternity leave, other approved leave of absence or layoff, regardless of whether such termination occurs before the first anniversary of such leave or layoff); or
- The first anniversary of the beginning of your separation from service with the Company and all Affiliated Companies (including a separation by reason of a maternity or paternity leave, any other approved leave of absence or layoff) which is longer than 12 consecutive months and is not interrupted by a termination described above.

Disability. Disability means a physical or mental condition which, in the judgment of the Committee, based on medical reports and other evidence satisfactory to the Committee, will permanently prevent you from satisfactorily performing your usual duties for the Company.

Disability Benefit. If you suffer a Disability and are eligible to receive benefits under the Company's Long-Term Disability Plan or under the Company's Short-Term Disability Plan, you will be attributed, for purposes of determining eligibility to receive Early Retirement Benefits only, with a period of service of not longer than one Year of Service for the period during which you were absent from work due to your Disability. If you are not eligible for Early Retirement and do not

return to employment within one year following the first day of your absence from work because of the Disability, you shall be considered a terminated participant, eligible for Deferred Vested Benefits.

Normal Retirement Age. Normal Retirement Age is the later of age 65 or the fifth anniversary of your commencement of participation in the Plan.

Early Retirement Age. If you reach age 51 and complete at least 16 Years of Service or if you complete at least 26 Years of Service, regardless of your age, you may elect Early Retirement. The amount of your Early Retirement Benefit shall be your Accrued Benefit. This benefit shall be payable as of your Early Retirement Age without reduction to take into account payment prior to Normal Retirement Age.

Alternatively, if you reach age 46 but not 51 and you have completed at least 21 Years of Service, you may elect Early Retirement. The amount of your Early Retirement Benefit shall be your Accrued Benefit. If the benefit is payable prior to age 51 it shall be reduced to take into account the fact that benefits will be paid over a longer period of time.

Normal form of benefit. The normal forms of benefit for married and unmarried participants are explained in the main text of this SPD.

Optional forms of benefit. The optional forms of benefit from which you may choose are:

- **Option A:** If you are married, a straight life annuity.
- **Option B:** A reduced benefit payable during your life equal to 90% of the benefit to which you would otherwise be entitled with the provision that after your death an income at one-half the rate of your reduced benefit will be payable to your designated parent during the parent's life. If the parent predeceases you, the benefits thereafter payable to you shall revert to the unreduced amount to which you would have otherwise been entitled.
- **Option C:** A reduced benefit payable during your life with the provision that, after your death, an income at 75% of the rate of your income shall be continued during the life of, and shall be paid to, your Spouse or, if unmarried, your designated parent as Contingent Annuitant.

Appendix D: Frontier Communications of Minnesota, Inc./Non-Bargaining

Provisions which are specific to your participation.

Accrued Benefit. Your benefit is frozen as of Dec. 31, 1996. If you work for an Affiliated Company, your frozen benefit has been merged into the Plan. Your Accrued Benefit will remain in the Plan until you reach Early or Normal Retirement Age, or in some cases, until you terminate employment, at which time, your benefit will be paid out to you from the Plan. If the value of your Accrued Benefit is less than $5,000, you will be paid out upon your termination of employment. The amount of your frozen benefit has been determined in accordance with the benefit formula in effect at the time the Plan was frozen. While your Accrued Benefit will not decrease, the amount of your Accrued Benefit is based on the assumption that you will work at the Company or an Affiliated Company until your Normal Retirement Age. If you retire early, or terminate employment prior to your Early or Normal Retirement Age, your monthly benefit may be reduced to take into account the fact that the benefit is paid out early.

Year of Service. Year of Service means any Plan Year using either method below, whichever one method applied to all Plan Years produce the higher number of Years of Service:

- **Hours Equivalency.** You will be credited with a Year of Service if you complete 1,000 Hours of Service during a Plan Year.
- **Elapsed Time.** You will be credited with a Year of Service for each full year of elapsed service, computed on the basis of one full year of elapsed service for each 365 days of elapsed service. Elapsed service means the time elapsed between your Employment Date and your last Severance from Service Date, provided that elapsed service shall not include any Period of Severance occurring between your Employment Date and last Severance from Service Date.

Period of Severance. This means the period of time commencing on your Severance from Service Date and ending on your next occurring Reemployment Commencement Date.

Reemployment Commencement Date. This means the first date after your Severance from Service Date on which you complete an Hour of Service.

Severance from Service Date. This means the earlier of:

- The date on which you terminate employment with the Company and all Affiliated Companies by reason of a divestiture, resignation, retirement, discharge or death (including such a termination while an employee is on a maternity or paternity leave, other approved leave of absence or layoff, regardless of whether such termination occurs before the first anniversary of such leave or layoff); or
- The first anniversary of the beginning of your separation from service with the Company and all Affiliated Companies (including a separation by reason of a maternity or paternity leave, any other approved leave of absence or layoff) which is longer than 12 consecutive months and is not interrupted by a termination described above.

Disability. Disability has the same meaning as in the Company's Long-Term Disability Policy, provided that the Committee shall determine whether a Disability has occurred in its sole discretion for the purposes of the Plan.

Disability Benefit. If you suffer a Disability and are eligible to receive benefits under the Company's Long-Term Disability Plan or under the Company's Short-Term Disability Plan, you shall be attributed, for purposes of determining eligibility to receive Early Retirement Benefits only, with a period of service of not longer than one Year of Service for the period during which you were absent from work due to your Disability. If you are not eligible for Early Retirement and do not

return to employment within one year following the first day of your absence from work because of the Disability, you shall be considered a terminated participant, eligible for Deferred Vested Benefits.

Normal Retirement Age. Normal Retirement Age is age 65.

Early Retirement Age. You may elect Early Retirement after you reach age 52 and have completed two Years of Service. Such Early Retirement Benefit shall be payable at age 57 or older with no reduction, or prior to age 57 with a reduction in the amount of the benefit to compensate for the fact that benefits will be paid over a longer period of time.

Pre-retirement Survivor Annuity.

- If you are in the active employ of the Company or an Affiliated Company or on Disability, and you die after attaining age 50 and prior to your Early Retirement Age, your Spouse will be entitled to receive a monthly benefit equal to the amount he or she would have received if you had terminated employment, survived to age 55, and elected to take your benefit in the form of a 100% survivor annuity, and then died.
- If you are not described in the bullet above and die prior to your Early Retirement Date, your Spouse shall receive a monthly benefit equal to the amount he or she would have received if you had terminated employment, survived until age 55, begun receiving a joint and 50% survivor annuity, and then died. If you had completed an election form to receive your benefit in the form of a joint and 75% survivor annuity or a joint and 100% survivor annuity before you died, your Spouse will receive his or her benefit in this form rather that the joint and 50% survivor annuity.

Optional forms of benefit. The optional forms of benefit from which you may choose are:

- **Option A:** A retirement income of 95% of a straight life annuity payable monthly during your life with the provision that in the event of your death prior to receiving 120 monthly installments, the remainder thereof shall be paid to your Beneficiary.
- **Option B:** Joint and 100% survivor annuity.
- **Option C:** Joint and 75% survivor annuity.
- **Option D:** Joint and 50% survivor annuity.
- **Option E:** A straight life annuity.

Appendix E: Frontier Communications of Minnesota, Inc./Bargaining

Provisions which are specific to your participation.

Accrued Benefit. Your benefit is frozen as of Dec. 31, 1996. If you work for an Affiliated Company, your frozen benefit has been merged into the Plan. Your Accrued Benefit will remain in the Plan until you reach Early or Normal Retirement Age, at which time, your benefit will be paid out to you from the Plan. However, if the value of your Accrued Benefit is less than $5,000, you will be paid out upon your termination of employment. The amount of your frozen benefit has been determined in accordance with the benefit formula in effect at the time the Plan was frozen. While your Accrued Benefit will not decrease, the amount of your Accrued Benefit is based on the assumption that you will work at the Company or an Affiliated Company until your Normal Retirement Age. If you retire early, or terminate employment prior to your Early or Normal Retirement Age, your monthly benefit may be reduced to take into account the fact that the benefit is paid out early.

Year of Service. Year of Service means each full year of Elapsed Service, computed on the basis of one full year of Elapsed Service for each 365 days of Elapsed Service.

Elapsed Service. This means the aggregate of all periods of service completed by you in the employ of the Company, or an Affiliated Company, commencing on your Employment Date or Reemployment Commencement Date less any Period of Severance. Elapsed Service shall also include, for individuals employed by the Employer on July 1, 1991, all such service credited under the Centel Retirement Pension Plan for Bargaining Unit Employees as of July 1, 1991. Elapsed Service shall not include any period of service completed prior to five consecutive One-Year Breaks in Service if such five consecutive One-Year Breaks in Service occur before you have a vested benefit under the Plan and if the number of consecutive One-Year Breaks in Service equal or exceed the aggregate number of full years of Elapsed Service completed prior to such One-Year Breaks in Service. Such aggregate number of years of Elapsed Service shall be deemed not to include any period of service not required to be taken into consideration by reason of a prior application of the immediately preceding sentences.

Maternity or Paternity Leave. This means a Period of Severance which commences:

- By reason of your pregnancy;
- By reason of the birth of your child;
- By reason of the placement of a child with you in connection with the adoption of such child by you; or
- For purposes of caring for such child for a period beginning immediately following such birth or placement; provided that you establish to the satisfaction of the Committee the length of your absence from employment and that such absence was for one of the reasons listed above.

One-Year Break in Service. This means a consecutive twelve-month Period of Severance ending on an anniversary of your Severance from Service Date during which you did not complete at least one Hour of Service. Notwithstanding the foregoing, the consecutive twelve-month period beginning on the first anniversary of your Period of Severance by reason of a Maternity or Paternity Leave shall not constitute a One-Year Break in Service.

Period of Severance. This means the period of time commencing on Severance from Service Date and ending on your next occurring Reemployment Commencement Date.

Reemployment Commencement Date. This means the first date following a separation from service with all Participating

Employers, and all Affiliated Companies, on which you completed an Hour of Service.

Severance from Service Date. This means the earlier of:

- The date on which you terminated employment with a Participating Employer and all Affiliated Companies by reason of a divestiture, resignation, retirement, discharge or death (including such termination while you are on a Maternity or Paternity Leave, other approved leave of absence or layoff, regardless of whether such termination occurs before the first anniversary of such leave or layoff); or
- The first anniversary of the beginning of your separation from service with a Participating Employer and all Affiliated Companies (including a separation by reason of a Maternity or Paternity Leave, any other approved leave of absence or layoff) which is longer than 12 consecutive months and is not interrupted by a termination described above.

Disability. Disability has the same meaning as in the Company's Long-Term Disability policy, provided that the Committee shall determine whether a Disability has occurred in its sole discretion for the purposes of the Plan.

Disability Benefit. If you have at least 15 Years of Service, and become disabled while an active Employee, you may receive Disability benefits commencing on your Disability Benefit Date. However, no benefits shall be payable under the Plan by reason of such Disability during any period in which you are not eligible for, and do not receive disability benefits under the Social Security Act (except for the waiting period required under such Act) or while payments otherwise provided by the Company, or an Affiliated Company, are being made on account of such Disability. The Disability Benefit shall be paid to you as a straight life annuity beginning on your Disability Benefit Date during the period of Disability and shall equal your Accrued Benefit as if you were age 65.

Disability Benefit Date. This means the first day of the calendar month next following the month in which you, if otherwise eligible for Disability Benefits, become disabled.

The Committee may require that, if you are receiving disability benefits and you have not attained age 65, periodically you furnish medical evidence that such disability continues. In the event you are no longer considered disabled, or cease to be eligible for or do not continue to receive disability benefits under the Social Security Act, Disability Benefit payments under the Plan shall cease. In the event you die while receiving Disability Benefits, such Disability Benefits shall cease. Any survivor benefits payable on account of your death shall be payable solely at the time and in the manner prescribed by the death benefit provision of the Plan and shall be based upon your Accrued Benefit.

Normal Retirement Age. Normal Retirement Age is age 65.

Early Retirement Age. You may elect Early Retirement after you reach age 52. Such Early Retirement Benefit shall be payable when you retire, or at a later time if you so elect, and the amount of such benefit will be based on your Accrued Benefit and your age at the time the benefit begins to be paid. Alternatively, you may retire early if you have reached age 55 and have completed 30 Years of Service. Your benefit will equal your Accrued Benefit, calculated as if you were age 65 at the time of your retirement.

Pre-retirement Survivor Annuity.

- If you are in the active employ of the Company or an Affiliated Company or you are receiving disability benefits, and you die after attaining age 55 but before your Early Retirement Date, your Spouse will be entitled to receive a monthly benefit equal to the amount he or she would have received if you had terminated employment, elected to take your benefit in the form of a 100% survivor annuity, and then died.
- If you are not described in the bullet above and die prior to your Early Retirement Date, your Spouse shall receive a monthly benefit equal to the amount he or she would have received if you had terminated employment, survived until age 55, begun receiving a joint and 50% survivor annuity, and then died. If you had completed an election form to

receive your benefit in the form of a joint and 75% survivor annuity or a joint and 100% survivor annuity before you died, your Spouse will receive his or her benefit in this form rather that the joint and 50% survivor annuity.

Optional forms of benefit. The optional forms of benefit from which you may choose are:

- **Option A:** A retirement income of 95% of a straight life annuity payable monthly during your life with the provision that in the event of your death prior to receiving 120 monthly installments, the remainder thereof shall be paid to your Beneficiary.
- **Option B:** Joint and 100% survivor annuity.
- **Option C:** Joint and 75% survivor annuity.
- **Option D:** Joint and 50% survivor annuity.
- **Option E:** A straight life annuity.

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Appendix F: Frontier Communications of Wisconsin, Inc.

Provisions which are specific to your participation.

Accrued Benefit. Your benefit is frozen as of Dec. 31, 1996. If you work for an Affiliated Company, your frozen benefit has been merged into the Plan. Your Accrued Benefit will remain in the Plan until you reach Early or Normal Retirement Age, or in some cases, until you terminate employment, at which time, your benefit will be paid out to you from the Plan. If the value of your Accrued Benefit is less than $5,000, you will be paid out upon your termination of employment. The amount of your frozen benefit has been determined in accordance with the benefit formula in effect at the time the Plan was frozen. While your Accrued Benefit will not decrease, the amount of your Accrued Benefit is based on the assumption that you will work at the Company or an Affiliated Company until your Normal Retirement Age. If you retire early, or terminate employment prior to your Early or Normal Retirement Age, your monthly benefit may be reduced to take into account the fact that the benefit is paid out early.

Year of Service. Year of service means:

- Prior to Jan. 1, 1976, your Years of Service shall be determined according to the provisions of the Plan in effect prior to such date.
- After Jan. 1, 1976, Years of Service shall accrue at the rate of one Year of Service for each Plan Year in which you complete 1,000 or more hours of service.
- Notwithstanding the 2nd bullet above, effective for Plan Years beginning on and after Jan. 1, 1985 and ending on and before Dec. 31, 1990, if you do not complete 1,000 hours of service during the Plan Year in which you first complete one hour of service, or during the Plan Year in which you terminate employment, you shall accrue a partial Year of Service as follows:

Hours of Service During Plan Year	Partial Year of Service
1,000 or More	1.0
999 - 900	0.9
899 - 800	0.8
799 - 700	0.7
699 - 600	0.6
599 - 500	0.5
499 - 400	0.4
399 - 300	0.3
299 - 200	0.2
199 - 100	0.1
99 or Less	0.0

- Notwithstanding the 2nd and 3rd bullets above, effective for Plan Years beginning on and after Jan. 1, 1991, Years of Service shall accrue at the rate of one Year of Service for each Plan Year in which you complete 1,000 or more hours of service.

Normal Retirement Age. Normal Retirement Age is the later of age 65 or the fifth anniversary of the date you commenced participation in the plan.

Early Retirement Age. You may retire early after attaining age 52 and completing 12 years of service. If you begin receiving benefits prior to age 62, there will be a reduction in your benefit to take into account the fact that benefits will be paid over a longer period of time.

Optional forms of benefit. The optional forms of benefit from which you may choose are:

- **Option A:** A single life annuity, for a married participant.
- **Option B:** A lump sum payment.
- **Option C:** A reduced benefit payable during your life with the provision that, after your death, an income at 75% of the rate of your income shall be continued during the life of, and shall be paid to, your Spouse or, if unmarried, your designated parent as Contingent Annuitant.

Pre-retirement Spouse's Benefit. In the event that you die before retirement and your Spouse becomes eligible to receive the Qualified Pre-retirement Survivor Annuity, your Spouse may instead elect a lump sum payment.