ELIGIBILITY, ENROLLMENT AND OTHER ADMINISTRATIVE PROVISIONS

For Medical, Dental, Vision, Life (Including AD&D) and EAP Program Benefits

under the

Cingular Wireless, LLC

Health and Welfare Benefit Plan for Bargained Employees

And

Medical Plus Benefits

under the

Cingular Wireless Medical Plus Plan

This “Summary Plan Description” or “SPD” is effective for claims incurred on or after January 1, 2007. For claims incurred prior to that date, the SPDs dated January 1, 2006, or earlier, as applicable, together with any “Summaries of Material Modification” or “SMMs” shall govern.

NIN: 78-11225

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Introduction

This Section of this SPD provides eligibility, enrollment and other administrative provisions relating to the Medical, Dental, Vision, Life (including AD&D) and EAP Program benefits under the Cingular Wireless Health and Welfare Benefits Plan for Bargained Employees and the Medical Plus benefits under the Cingular Wireless Medical Plus Plan. Throughout this section of the SPD, these benefits are collectively referred to as the "Plan." For similar information on the Disability, Flexible Benefits, 401(k) and Pension programs, you should consult the separate sections of this SPD relating to those benefits.

Effective Date

This SPD is effective for claims incurred on or after January 1, 20075. For claims incurred prior to that date, the SPDs dated January 1, 2006 or earlier, as applicable, together with any "Summaries of Material Modification" or "SMMs" shall govern.

Other Important Information

The Other Important Information section of the SPD also contains important information governing your benefits and supplements the information in this Section. You should consult the Other Important Information section. Additionally, with respect to the Life Insurance benefits, the insurance company certificates of insurance govern the terms of these benefits and should be consulted.

Amendment or Termination

The Company reserves the right, subject to the applicable collective bargaining agreements, to terminate, amend, change or modify any or all of its benefit plans, retroactively or prospectively, in full or in part, any time or for any reason, including change in any or all of the benefits provided. See the Other Important Information section for more information regarding Plan amendment or termination.

Contact Information

Coverage and Claims

Questions about coverage or claims should be directed to the claims administrator for the respective benefit program. Claims administrators' contact information can be found in the respective sections (medical, dental, etc.) of the SPD.

Eligibility and Enrollment

The Cingular Benefit Service Center will be able to answer most of your questions about eligibility and enrollment in each of the benefit programs.

Cingular Benefit Service Center:

Telephone: 1-877-421-5225
Cingular Wireless Intranet Site:
My Cingular/HumanResources/ NetBenefits
Internet: http//:netbenefits.fidelity.com.

Important Information about Enrolled Dependents

It is your responsibility to review the provisions of this section related to Dependents who are eligible to be enrolled in and covered by the various Cingular benefit plans. You may only enroll those individuals who meet the definition of a Dependent as defined below. By your enrollment and continued enrollment, you are certifying to Cingular that the individuals you enroll meet the eligibility requirements and definitions. It is also your obligation and responsibility to notify the Benefits Service Center when any of these individuals no longer meet the eligibility requirements. Cingular will conduct periodic audits of dependent eligibility.

Enrollment of ineligible dependents or other individuals is a violation of the Cingular benefit plans and the Cingular Code of Business Conduct. Suspected fraudulent enrollments will be investigated. If it is determined by Cingular that you have enrolled ineligible dependents, corrective action will be taken. The ineligible individuals will be removed from participation in the benefit plan(s) immediately. Additionally, corrective actions will be taken against the employee. These actions include disciplinary action up to and including termination of your employment with Cingular. The benefit plans also reserve the right to (i) remove the employee and any eligible Dependents from participation and coverage under the plan(s) and (ii) treat any previously paid claims for ineligible individuals as an overpayment and require the employee to reimburse the plan for the full amount of all prior claims paid under the plan in error. COBRA and continuation coverage will not be offered to ineligible individuals removed from coverage during an audit or at other times.

Eligibility

Employees:

You are eligible if you are classified as a Bargained Employee of Cingular Wireless LLC or one of the related companies that has elected to participate in the Plans ("the Company"). Certain Retirees and their dependents may also be eligible, see "*Retiree Coverage*". Leased employees, non-leased persons who provide services to the Company pursuant to an agreement between the Company and any other person or organization, and any person classified by the Company's payroll and personnel records as an independent contractor, temporary agency employee, or temporary employee are ***not*** considered Employees or

Bargained Employees and are not eligible to participate, whether or not deemed a common-law employee.

Bargained Employee

- Bargained Employees are bargained persons included in a Bargained Group and employed by the Company in the categories of regular, full-time or part-time jobs as determined by the payroll and personnel records of the Company and who are covered under a labor agreement with the Company that provides for participation in the Cingular Wireless Health and Welfare Benefits Plan for Bargained Employees.

Eligible Dependents

Eligible Dependents are an eligible Bargained Employee's
- Spouse,
- Registered Domestic Partner, and
- Child(ren) who are not and have never been married even if the marriage is annulled.

Qualified Medical Child Support Orders

The Plan shall comply with any Qualified Medical Child Support Order. If you, as the Employee, are not enrolled, you must enroll in order to enroll the Child for whom the Qualified Medical Child Support Order applies. You may obtain, without charge, a copy of the Plan's Qualified Medical Child Support Order procedures by contacting the Cingular Wireless Employee Benefits Service Center.

Eligibility Terms

Child(ren)
Eligible Child(ren) are:
- Your natural born child;
- A legally adopted child;
- A stepchild;
- A natural born or legally adopted child of your Registered Domestic Partner;
- A child for whom you, your Spouse or Registered Domestic Partner has been appointed Legal Guardian;
- A child placed in your home pending adoption by you, your Spouse or Registered Domestic Partner, provided the child has not attained age 18 at the time of placement.
- Your adult Dependent Child who is mentally, physically and/or medically incapable of self-support and fully dependent on you for financial support provided he or she was both: (i) covered under Cingular's medical plan **and** (ii) was under the age of 19 (or 25 if a full-time student) when disabled.

In addition to the above requirements, in all cases, the Child must either (i) receive over 50% of his or her financial support from the Employee each year or (ii) have the same principal place of residence as the Employee for more than 50% of each year to be eligible for benefits.

Eligibility continues for Children up to the end of the month in which they reach age 19. However, coverage can continue until the end of the month in which the Child reaches age 25 as long as he or she is a full time student at an Institution of Learning) except, eligibility for Children of Bargained Employees covered under a labor agreement between Cingular Wireless LLC and District 1 of The Communication Workers of America, (Facilities-SNET) continues until the end of the month in which they reach age 25 regardless of student status. Beginning January 1 of the year the Child turns age 19 and through the age of 25, the Child must be receiving over 50% of his or her financial support from the Employee in order to be covered at any time during a year.

You may be asked to provide copies of birth certificates or other official records or documents for your children.

Company means Cingular Wireless LLC and any affiliates or subsidiaries that have adopted this plan for the benefit of their Employees as shown in the applicable plan documents.

Employee means a Bargained Employee.

Institution of Learning means an accredited high school, college or university or other bona fide educational institution, such as nursing schools, trade schools, etc. having an established curriculum for full time (12 credit hours or more per semester, quarter or trimester) students. Correspondence schools, night schools or schools requiring less than full time attendance are not acceptable.

Legal Guardian or Legal Guardianship means a legally declared guardian relationship under applicable state law between you and/or your Spouse or Registered Domestic Partner and a Child, if a court of competent jurisdiction has issued a guardianship order assigning to you and/or your Spouse or Registered Domestic Partner sole and exclusive care, custody, and control of the Child, as well as exclusive financial and legal responsibility for the Child.

Net Credited Service ("NCS")…means a period of continuous employment as determined by the applicable Company pension plan.

Registered Domestic Partner means any individual with whom an Employee or Retiree has entered into a domestic partnership that has been registered with a governmental body pursuant to state or local law authorizing such registration and such relationship has not terminated. You may be asked to provide a copy of the domestic partner registration and other evidence that you continue to met the requirements of the applicable registry and that the registered domestic partnership has not ended.

Retiree means a former Employee who meets the Company's age and service eligibility requirements to participate in this Plan as a normal retiree or a transition group retiree.

Spouse means a person of the opposite sex of the Employee to whom the Employee or Retiree is legally married, including common law marriage. You may be asked to provide a copy of the marriage certificate and other evidence that the marriage has not ended.

Employees

Definition of Bargained Groups

National Bargained Plan

Employees covered under a labor agreement between Cingular Wireless LLC and The Communication Workers of America that provides for coverage in the National Bargained Plan.

Active Employees

National Bargained Plan

You may enroll for coverage to be effective on the first day of the month following completion of one month of service provided you enroll within 31 days after you are hired. Your enrollment package will specify the date of your enrollment deadline. If you do not enroll by your enrollment deadline, you may not enroll until the next annual enrollment period, unless you have a life event – see "Changing Your Enrollment". (Exception for Life Insurance: You may apply any time; however, Evidence of Insurability will be required.)

If you enroll during an annual enrollment period, your coverage will go into effect on the first day of the Plan Year following your enrollment. For enrollments permitted because of a life event, coverage will go into effect on the date of the life event. (Exception for Life Insurance: Depending on the Life Insurance option selected, Evidence of Insurability ("EOI") may be required for Employee or Spouse Life Insurance. Coverage will go into effect the first of the month following approval of EOI if required.)

For your coverage to become effective, you must be actively at work on the effective date or, if the effective date is not a normal work day, on the last normal work day before the effective date. If you are not actively at work on one of these days, your coverage will not be effective until the day you return to active work. Employees must contribute toward the cost of the Plan. See *Contributions* for more details.

Retirees

The Plan provides benefits to three groups of Retirees: (1) National Bargained Plan Employees hired on or after January 1, 2005, (2) National Bargained Plan Employees hired before January 1, 2005 and (3) SNET Retirees. The eligibility provisions, benefits provided and required contributions differ between each group. These rules are set forth below and in the "When You Retire" section later in this SPD.

1. Retiree Benefits Available for National Bargained Plan Employees Hired On or After January 1, 2005

National Bargained Plan Employees hired on or after January 1, 2005 are eligible for benefits as Retirees upon reaching the following age and NCS requirements:

Age	Years of NCS
Any Age	30
50	25
55	20
65	10

Eligible Retirees may also cover their eligible Dependents.

2. Retiree Benefits Available for National Bargained Plan Employees Hired Before January 1, 2005

Retiree benefits are also available to Employees hired before January 1, 2005. Refer to the "When You Retire" section for more information.

3. SNET Retirees

Bargained Employees covered by the applicable labor agreement between Cingular Wireless and the CWA covering CWA District 1 (formerly SNET) who retire on or before December 31, 2005 and who meet all other eligibility requirements to receive certain retiree benefits are known as "SNET Retirees." Retiree benefits are also available to SNET Retirees. Refer to the "When You Retire" section for more information.

National Bargained Plan Retiree and SNET Retiree Contributions

Retiree benefits are subject to the Retiree's payment of contributions. Refer to the "When You Retire" section for more information on the required contributions.

Important Information for Certain Retirees

The Retiree coverage described later in this SPD for "Former Nonbargained Plan participants Hired before 1/1/2005" is subject to Cingular's (and BellSouth's and SBC's) unilateral right to amend, modify or terminate its benefit plans and programs at any time for any reason. This includes the right to change Employee and/or Retiree coverage and make changes to the contributions, premiums or subsidies for coverage. Any changes may be applies to Employees or Retirees in Groups 1, 2, 3 or 4. Nothing should be construed as a promise of lifetime benefits and changes may be made after an Employee retires.

Company Couples:

No participant can be covered in Cingular's plans both as an Employee (or Retiree) and a Dependent, and Employees may not double cover their Children. Plans include the following: Medical, Dental, Vision, Medical Plus, all Life Insurance plans, and AD&D.

In cases where you cover yourself as an Employee, and you're covered as a Dependent on your Spouse's or Registered Domestic Partner's coverage:

- You may each have your own coverage, or
- You may cover your family under only one Employee's plan, or
- If you each cover Dependents, you may only do so for plans that do not overlap.

Dependents – Employees & Retirees

If you enroll, you may enroll the following Eligible Dependents:
- Your Spouse;
- Your RDP; and
- Your never married Child(ren).

Coverage for your enrolled Dependents is effective on the same date as your coverage.

Enrollment and Effective Dates

When You Are Hired

To enroll for benefits, you must contact the Cingular Wireless Benefits Service Center. If you enroll within 31 days after you are hired, your coverage is effective on the first of the month following completion of one month of service. Coverage for your enrolled Dependents is effective on the date your coverage is effective.

If you do not enroll within 31 days after your hire date, you may not enroll yourself or your Dependents until the next annual enrollment period except as stated under the *Changing Your Enrollment* section.

No person can be covered both as an Employee (or Retiree) and a Dependent.

Annual Enrollment

An annual enrollment is held each year during the fourth quarter of the year for coverage beginning each January first. However, for **Medical Plus** coverage, only, enrollment is held only every third year beginning with calendar year 2002. This Medical Plus triennial enrollment cycle is being reset with the enrollment for calendar year 2006 and every third year beyond that (i.e., 2009, 2012, 2015, etc.). Annual enrollment (and triennial enrollment for Medical Plus only) provides an opportunity for you to enroll (if not currently enrolled) or to change your enrollment for you and your eligible Dependents. During annual enrollment (or triennial enrollment for Medical Plus only), you and your eligible Dependents, not currently covered by the Plan, may

enroll for coverage. If you are currently enrolled, this gives you an opportunity to change your coverage.

Calendar Year Decision

Once the annual enrollment has ended, your election will remain in place for the **entire** calendar year (or for 3 calendar years for Medical Plus only) unless you experience a life event or you or a Dependent lose coverage under another group plan. (Exception for Life Insurance: you may decrease or cancel Supplemental or Dependent Life Insurance coverage by contacting the Cingular Wireless Benefits Service Center.)

Changing Your Enrollment

You must contact the Cingular Wireless Benefits Service Center whenever you want to change your enrollment by adding or canceling coverage for you and/or your Dependents. For Supplemental or Dependent Life Insurance, depending upon the option selected, Evidence of Insurability (EOI) may be required.

Changing Your Address

You are responsible for keeping your address and phone number current. To update your information log on to Employee Self Serve (ESS) in PeopleSoft to update your records. Eligibility is based on your home ZIP code, so a change in address may affect the benefit plan options for which you are eligible.

Currently Enrolled Employees

Note: Employees for whom no contributions are required for participation in the Plan are considered to be enrolled on a pre-tax basis.

Newly Acquired Dependents

An Employee, who has already enrolled in the Plan, may enroll **each newly acquired Dependent** within 31 days of any change in eligibility due to the occurrence of one or more of the following events, as applicable:

- Marriage,
- Granting of Legal Guardianship for a Child living with the Employee;
- Stepchild begins living with the Employee; or
- Child becomes a full-time student.

Children acquired through birth or adoption (or placement of a Child in the Employee's home pending adoption) may be enrolled within 60 days of the event.

Spouse Life Insurance enrollment is allowed up to the Guarantee Issue amount. Coverage above this amount will require Evidence of Insurability.

The Employee's other Dependents cannot be enrolled until the next annual enrollment period. Coverage under the Plan will be effective as of the date of the event for all of the Employee's newly enrolled Dependent(s). If the *change request* is not received by the Cingular Wireless Benefits Service Center within 31 days, or 60 days in the event of birth or adoption, of the event, the Employee may not enroll his/her eligible Dependents until the next annual enrollment period. (Exception for Life Insurance: Coverage will require Evidence of Insurability and will be effective first of the month following approval.)

Dependents who Incur a Change in Eligibility—Other Group Plan

An Employee who is enrolled in the Plan may enroll **each of the Employee's eligible Dependents** who had coverage under another group health plan or other health insurance coverage at the time coverage under the Plan was previously offered and declined within 31 days of the loss of coverage by a Dependent under another group health plan or other health insurance coverage as the result of:

- Loss of eligibility for coverage
- Termination of employer contributions towards the other coverage or
- Expiration of the Employee's or a Dependent's COBRA continuation coverage under another group health plan.

Loss of eligibility does not include a loss resulting from the failure of the participant to pay premiums or termination of coverage for cause such as making a fraudulent claim.

Coverage under the Plan will be effective for the Employee's newly enrolled Dependent(s) as of the first of the month following receipt by the Cingular Wireless Benefits Service Center of a *change request* for all of the Employee's newly enrolled Dependent(s). If the change request is not received within 31 days of the event, the Employee may not enroll his/her eligible Dependents until the next enrollment period.

Employees Not Previously Enrolled

Occurrence of A Life Event

An Employee who previously declined to enroll in the Plan when initially eligible, **may enroll himself/herself and each newly acquired Dependent** within 31 days of any change in eligibility due to the occurrence of one or more of the following qualifying life events,

- Marriage;
- Birth of a Child;
- Adoption of a Child or placement of a Child in the Employee's home pending adoption;
- Granting of Legal Guardianship for a Child living with the Employee;
- Stepchild begins living with the Employee; or
- Child becomes a full-time student.

The Employee's other Dependents cannot be enrolled until the next annual enrollment period. Coverage under the Plan will be effective as of the date of the event for the Employee and all of the Employee's newly acquired and enrolled Dependents. If the change request is not received

by the Cingular Wireless Benefits Service Center within 31 days of the event, the Employee and his/her eligible Dependents may not enroll until the next annual enrollment period.

For Supplemental Life Insurance, Evidence of Insurability is required. For Spouse Life Insurance, any amount above the first level of coverage requires Evidence of Insurability.

Change in Eligibility—Other Group Plan

An Employee who previously declined to enroll in the Plan when initially eligible, or during a subsequent enrollment period, may **enroll himself/herself and each Dependent** who had coverage under another group health plan or other health insurance coverage at the time coverage under the Plan was previously offered and declined within 31 days of the loss of coverage by the Employee or a Dependent under another group health plan or other health insurance coverage as the result of:

- Loss of eligibility for coverage, or
- Termination of employer contributions towards the other coverage, or
- Expiration of the Employee's or a Dependent's COBRA continuation coverage under another group health plan.

Loss of eligibility does not include loss resulting from the failure of the participant to pay premiums or termination of coverage for cause such as making a fraudulent claim.

Coverage under the Plan will be effective as of the first of the month following receipt of a change request for the Employee and all of the Employee's newly enrolled Dependents. If the Change request is not received by the Cingular Wireless Benefits Service Center within 31 days of the event, the Employee and his/her eligible Dependents may not enroll until the next annual enrollment period.

Termination of Coverage for Dependents Who Become Ineligible

Coverage for Dependents who lose eligibility for coverage due to one or more of the following events will end at the end of the month in which eligibility is lost.

- Stepchild moves away from Employee's home
- Divorce;
- Dependent status change due to:
  - Child reaching age 19 or 25, or
  - Marriage of a Dependent Child; or
- Death of a Dependent.

Conversion of Dependent Life Insurance is available for children who become ineligible. A spouse may convert or port coverage that ends due to divorce.

Contributions, if any, for the affected Dependent's coverage, if any, may be discontinued by notifying the Cingular Wireless Benefits Service Center within 31 days of the date of the event. **If notification is not provided within 31 days of the event, contributions, if any, will continue to the end of the plan year.**

IRS rules and the provisions of this Plan do not permit mid-year changes in enrollment other than as shown above, except for Life Insurance and AD&D.

Registered Domestic Partners ("RDPs")

Current Federal Regulations do not permit before tax contributions for coverage on RDPs or Child(ren) of RDPs, nor do the enrollment rules for newly acquired Dependents, change in eligibility, or occurrence of a life event apply to RDP relationships. The Plan, however, permits you to enroll a RDP, the Child(ren) of a RDP or both on an after-tax basis subject to the same newly acquired dependent, change in eligibility and life event limitations that apply to enrollments of other eligible persons. Coverage will be effective based on the same rules applicable to before tax enrollments. The 31 day notification rule also applies. Failure to notify the Cingular Wireless Benefits Service Center within the 31 days will defer enrollment eligibility until the next annual enrollment period.

You as the Employee may not make any midyear changes to your pre-tax elections on account of entering into or terminating a RDP Relationship.

To enroll, add Dependents or cancel Dependent coverage, you must contact the Cingular Wireless Benefits Service Center within 31 days of any of the preceding events.

Contributions

Employee contribution rates, if any, are subject to change and are generally published annually in the fourth quarter of the year. Employee contribution rates are available by calling the Cingular Wireless Benefits Service Center.

Employees, Retirees and Survivors

Employee contribution rates, if any, for full-time and eligible part-time bargained Employees and their Dependents are subject to the collective bargaining agreements in force between the bargaining unit and the Company. Contributions for coverage are deducted from your paycheck or pension benefit check. If you do not receive either, direct payments are required. Contact the Cingular Wireless Benefits Service Center for more information.

Imputed Income

Under IRS rules, the cost of coverage for RDPs and certain Children of RDPs, less the Employee contributions, must be treated as imputed income to the Employee. Basic Life Insurance does not require contributions, but may generate imputed income depending upon coverage amount.

When You Take A Leave Of Absence

The Company makes several types of leaves of absence available to Employees. Each of these leaves has different continuation of medical coverage provisions.

For more information about continuing benefits coverage during a leave of absence, see the Leaves of Absence policies on the HR portal.

When You Are Disabled

Short-Term Disability

Benefits will continue for you and any covered Dependents during any period when you are receiving Short-Term Disability benefits. You must pay any required contributions toward the cost of coverage.

Long Term Disability

If you are approved for Long-term Disability ("LTD") benefits, only Medical and Medical Plus benefits for you and any covered Dependents will continue for as long as you continue to receive Long-term Disability benefits and continue to make the required contributions and as long as your Dependents remain eligible. Additional Dependents may not be added during any continuous period in which you are receiving Long-term Disability benefits. Benefits other than Medical and Medical Plus will terminate at the end of the month in which you are approved for LTD benefits. Continuation under COBRA coverage may be available. Basic Life Insurance will be continued for 3 years. Supplemental Life Insurance already in force may be continued for 3 years if premiums continue to be paid.

When You Retire

NATIONAL BARGAINED PLAN

The benefits available to Retirees vary. The following is a summary of benefits available to Retirees.

NATIONAL BARGAINED HEALTH PLAN
Retiree Health and Welfare Benefit Rules

Retiree Health Care for Bargained Employees Under the National Plan for Bargained Employees

Hire Date:	**Hired before 1/1/2005**					**Hired on or after 1/1/2005**
Plan:	**Former SWBW Plan participants**	**Former Nonbargained Plan participants ***				**National Plan for Bargained Employees**
Transition Group Status	**Group B** (as of 12/31/04)	**Group 1** Retiree Benefits provided by Parent Company (SBC, BLS) **	**Group 2**	**Group 3**	**Group 4**	**None**
Eligibility Rule	Modified rule of 75 ▪ 30 and any ▪ 25 & 50 ▪ 20 & 55 ▪ 10 & 65	Met SBC or BLS eligibility rule *** prior to 1/1/02	Within 5 years of SBC or BLS eligibility rule *** prior to 1/1/02 OR had at least 15 years NCS prior to 1/1/02 and retires after reaching SBC or BLS eligibility rule at Cingular	Had at least 5 years NCS prior to 1/1/02 and retires after reaching age 55 & 10 yrs. NCS at Cingular	Less than 5 years NCS as of 1/1/02 and all newly hired Employees who retire after reaching age 55 & 10 yrs. NCS at Cingular	Modified rule of 75 ▪ 30 and any ▪ 25 & 50 ▪ 20 & 55 ▪ 10 & 65
Retiree Contributions	Same as active Employees' contributions	Parent company determines Retiree contribution amount	**** **SBC (2005)** – 33% of full cost **BLS (2005)** – 40% of full cost	***** Medical Plan: Retiree pays full cost less NCS-based subsidy, if any	Full cost – 100% (access only)	Full cost – 100% (access only)
Retiree Benefits Available						
Medical	Yes; pay same as active Employees' contribution	Yes; parent company and Retiree cost sharing currently	Yes; Cingular and Retiree cost sharing currently	Yes; Cingular and Retiree cost sharing currently	Yes; Retiree pays all (access only)	Yes; Retiree pays all (access only)
Medicare Part B	Reimbursement by Cingular per schedule	Reimbursement by parent company per schedule	Reimbursement by Cingular per schedule	No	No	No
EAP	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost
Medical Plus	Yes; Retiree pays full cost	Care Plus – Yes; Retiree pays full cost (not available for former BellSouth Group 1 EEs)	Yes; Retiree pays full cost	Yes; Retiree pays full cost	Yes; Retiree pays full cost	Yes; Retiree pays full cost
Dental	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost	Yes; parent company and Retiree cost sharing currently	Yes; Cingular and Retiree cost sharing currently	Yes; Retiree pays 100%	Yes; Retiree pays 100%	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost
Vision	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost	No Retiree coverage – may elect COBRA from Cingular plan for up to 18 months – Retiree pays 102% of cost	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102% of cost

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NATIONAL BARGAINED HEALTH PLAN
Retiree Health and Welfare Benefit Rules

Retiree Health Care for Bargained Employees Under the National Plan for Bargained Employees

Hire Date:	**Hired before 1/1/2005**					**Hired on or after 1/1/2005**
Plan:	**Former SWBW Plan participants**	**Former Nonbargained Plan participants ***				**National Plan for Bargained Employees**
Transition Group Status	**Group B** (as of 12/31/04)	**Group 1** Retiree Benefits provided by Parent Company (SBC, BLS) **	**Group 2**	**Group 3**	**Group 4**	**None**
Health Care Spending Account	No Retiree coverage – may elect COBRA and continue contributions until the end of the plan year if enrolled prior to retirement date	No Retiree coverage – may elect COBRA in the Cingular plan and continue contributions until the end of the plan year if enrolled prior to retirement date	No Retiree coverage – may elect COBRA and continue contributions until the end of the plan year if enrolled prior to retirement date	No Retiree coverage – may elect COBRA and continue contributions until the end of the plan year if enrolled prior to retirement date	No Retiree coverage – may elect COBRA and continue contributions until the end of the plan year if enrolled prior to retirement date	No Retiree coverage – may elect COBRA and continue contributions until the end of the plan year if enrolled prior to retirement date
Dependent Care Spending Account	Not available	Not available	Not available	Not available	Not available	Not available
Basic Life Insurance	Conversion of coverage (depending on age) – Retiree pays all	Contact BLS or SBC	Coverage continues at no cost to Retiree currently, age reduction to 50% at age 70	Conversion of coverage (depending on age) – Retiree pays all	Conversion of coverage (depending on age) – Retiree pays all	Conversion of coverage (depending on age) – Retiree pays all
Supplemental life Insurance	Portability or conversion of coverage (depending on age) – Retiree pays all	Contact BLS or SBC	Retiree may continue coverage by paying group rates. Age reduction to 50% at age 70	Portability or conversion of coverage (depending on age) – Retiree pays all	Portability or conversion of coverage (depending on age) – Retiree pays all	Portability or conversion of coverage – Retiree pays all
Dependent Life Insurance	Portability or conversion of coverage (depending on age) – Retiree pays all	Contact BLS or SBC	Portability or conversion of coverage (depending on age) – Retiree pays all	Portability or conversion of coverage (depending on age) – Retiree pays all	Portability or conversion of coverage (depending on age) – Retiree pays all	Portability or conversion of coverage (depending on age) – Retiree pays all
AD&D	Not available	Contact BLS or SBC	Portability of coverage (depending on age) – Retiree pays all	Portability of coverage (depending on age) – Retiree pays all	Portability of coverage (depending on age) – Retiree pays all	Not available
STD/LTD	Not available	Not available	Not available	Not available	Not available	Not available
Long term care	May continue coverage if enrolled prior to retirement date – Retiree pays all	May continue coverage if enrolled prior to retirement date – Retiree pays all	May continue coverage if enrolled prior to retirement date – Retiree pays all	May continue coverage if enrolled prior to retirement date – Retiree pays all	May continue coverage if enrolled prior to retirement date – Retiree pays all	May continue coverage if enrolled prior to retirement date – Retiree pays all

NOTES:

* The only Employees covered by Group 1, 2 or 3 are those who, on or before December 31, 2001, were contributed directly to Cingular from BellSouth Corporation or SBC Communications, Inc. (excluding employees of CCPR Services, Inc., USVI Cellular Telephone Corporation, Houston Cellular or BellSouth Wireless Data – Cingular Interactive) as part of the formation of Cingular and who meet the applicable age and

service requirements. The Group 1, 2 and 3 transition benefits are contingent on continuous active employment with Cingular. Upon any break in service for any duration, the Employee will no longer have the Group 1, 2 or 3 transition status. Upon rehire with Cingular, the Employee will be treated as a newly hired Employee for Retiree health and welfare benefits.

** **Important information on Group 1** – SBC and BLS reserve the right to amend, modify or terminate their plans, coverage in the plans and the required premiums for benefits under the plans. This right applies to Retiree benefits and to the benefits provided to Cingular Retirees in Group 1 coverage.

*** The SBC and BLS Retiree Health & Welfare eligibility rules prior to 1/1/2002 were as follows:

BLS: Employees who have a minimum NCS of 10 years and who retire and the sum of their age and NCS equal 75 are eligible for Retiree benefits.

SBC: Employees who retire having met the both the following age and service requirements are eligible for benefits as Retirees:

Age	Years of NCS
Any Age	30
50	25
55	20
65	10

**** Cingular currently pays for a portion of the monthly medical and dental contributions. The medical and dental subsidy is currently the same percentage of the total cost paid by the parent company (BLS or SBC) that Employee was contributed from at formation of Cingular. (For 2005: SBC subsidy is 67% and Retiree pays 33%; BLS subsidy is 60% and Retiree pays 40%). Cingular may change these subsidies as SBC and BLS change their respective subsidies. **Coverage, subsidies, reimbursement and contributions are subject to review and modification.**

***** Retiree pays full cost less NCS-based subsidy, if any. (See information below.) **Coverage, subsidies, reimbursement and contributions are subject to review and modification.**

- Current (2005) Group 3 Retiree Benefit Medical Plan Subsidies provided by Cingular:
  - Subsidy schedule (prior to age 65)
    - Retiree
      - $10 per month for each year of service for years 1-10
      - $15 per month for each year of service for years 11-20
      - $20 per month for each year of service for years 21 and up
    - Retiree's spouse
      - $10 per month for each year of Retiree's service for years 1-10
      - $15 per month for each year of Retiree's service for years 11-20
      - $20 per month for each year of Retiree's service for years 21 and up
    - Retiree's eligible dependent children
      - $5 per month for each year of Retiree's service for years 1-10
      - $7.50 per month for each year of Retiree's service for years 11-20
      - $10 per month for each year of Retiree's service for years 21 and up
  - Subsidy schedule (after age 65) one-half of each of the above subsidies

Transfer Rules

The following rules govern Retiree benefits for Employees who transfer between Bargained and Nonbargained status on or after January 1, 2005 while employed at Cingular.

A. Transfer from Nonbargained to Bargained status

If a Nonbargained Employee transfers from Nonbargained to Bargained status, that Employee keeps his or her Transition Group status (1-4) for purposes of determining Retiree health benefits eligibility and contribution amounts, if any, under the National Bargained Plan. If no flag, the then-Bargained Employee will have access only upon reaching any one of the modified rules of 75.

B. Transfer from Bargained to Nonbargained status

1. If hired prior to January 1, 2005 and a SWBW Bargained Employee as of that date and then transfers to Nonbargained status, that Employee will be eligible upon attaining one of the modified rules of 75 and the Retiree contributions for that Employee will be the same as for active Employees in the Nonbargained Plan at the time of the Employee's Retirement. Retiree benefits will be those that are available to Transition Group 4 Retirees.

2. If hired prior to January 1, 2005 and participating in the Nonbargained Plan as of December 31, 2004 and then transfers to Nonbargained status, that Employee keeps his or her Transition Group status (1-4) for purposes of determining Retiree health benefits eligibility and contribution amounts under the Nonbargained Plan.

3. If hired on or after 1/1/2005 and then transfers from Bargained to Nonbargained status, that Employee will have access only to the Retiree benefits in the Nonbargained Plan upon reaching age 55 and 10 years NCS.

SNET Retirees

The following section applies to SNET Retirees.

Bargained Employees covered by the applicable labor agreement between Cingular Wireless and the CWA covering CWA District 1 (formerly SNET) who retire on or before December 31, 2005 and who meet all other eligibility requirements to receive certain retiree benefits are known as "SNET Retirees." Retiree benefits are also available to SNET Retirees.

Prior to January 1, 2006, if the sum of an SNET Retiree's age and NCS is equal to or greater than 75, and if he or she retired prior to January 1, 2006, he or she is eligible to enroll for the following benefits as a normal Retiree.

Normal Retiree Benefits - SNET	
Medical	Company provides coverage at no cost to Retirees
Medicare Part B	Reimbursed by Cingular
EAP	Company provides coverage at no cost to Retiree
Medical Plus	Retiree pays all
Dental	Company provides coverage at no cost to Retirees
Vision	No Retiree coverage – may elect COBRA for up to 18 months – Retiree pays 102%
Health Care Spending Account	May enroll and continue contributions until the end of the plan year if enrolled prior to retirement date
Dependent Care Spending Account	Not available
Basic Life Insurance	Company provides coverage at no cost to Retirees; coverage volume is frozen at retirement, post age 65 reduction rules apply; no conversion option for any amount lost by age reduction
Supplemental life Insurance	Retiree pays all for coverage up to age 65, no coverage after age 65 and no conversion option for any amount lost by age reduction
Dependent Life Insurance	Portability or conversion of coverage (depending on age) – Retiree pays all
AD&D	Not available
STD/LTD	Not available
Long term care	Conversion of Long Term Care insurance (John Hancock optional policy) – Retiree pays all

Medicare Part B Reimbursement:

NATIONAL BARGAINED PLAN RETIREES

National Bargained Plan Employees, who subsequently meet the applicable Pension Eligibility rules for retirement in the National Bargained Plan and actually retire, may be eligible for a partial reimbursement of $50.00 per month for their Medicare Part B premiums.

Retirees must be eligible for and participating in Medicare Part B to apply for this reimbursement.

SNET RETIREES

SNET Retirees, who met the applicable SNET Pension Eligibility rules for retirement and actually retired, and their Dependents may be eligible for a partial reimbursement of $50.00 each per month for their Medicare Part B premiums.

SNET Retirees and their Eligible Dependents must be eligible for and participating in Medicare Part B to apply for this reimbursement.

Important Information on Retiree Coverage

Cingular Wireless reserves the unilateral right to amend, modify, or terminate its benefits plans and programs at any time and for any reason. This includes the right to change or terminate Employee and/or Retiree Coverage and contributions or premiums for coverage. Any changes may be applied to individuals in the Transition Groups described above. Nothing should be construed as a promise of lifetime benefits. Changes may be made after you retire.

If You Die

NATIONAL BARGAINED PLAN

Your coverage ceases in the event of your death. However, your Dependents may continue Medical and Medical Plus coverage as described below. All other coverages (i.e., Dental, Vision, EAP, Life Insurance and other benefits) terminate at the end of the month in which the death occurs. Dependent Care FSAs terminate on date of death. The spouse or RDP may port Dependent Life Insurance coverage for him/herself and any Dependent Children if the Employee dies.

COBRA – Dental, Vision, Healthcare FSA and EAP

COBRA continuation of Dental, Vision, Healthcare FSA and/or EAP benefits may be available for covered Eligible Dependents.

Company Extended Coverage – Medical and Medical Plus

Medical and Medical Plus coverage may be available for your covered surviving Spouse or RDP and Eligible Dependent Child(ren) **enrolled at the time of the Employee's or Retiree's death**. Your Eligible Dependents may continue Medical and Medical Plus coverage at the regular active Employee or Retiree cost (after-tax basis only) for 12 months. Contribution adjustments will be made for changes in family composition upon the Employee's death.

Company-extended Plan coverage will terminate for all covered survivors at the end of the month in which the surviving Spouse or RDP (or, in the event there is no surviving Spouse or RDP, the oldest surviving Child):

- Fails to make the required contributions;
- Drops the coverage on him or herself;

- Dies;
- Marries; or
- Registers an RDP.

Additional conditions:

- Survivor coverage is available if a covered Employee dies while on a leave of absence or short-term disability.
- Survivor coverage is not available for the survivors of a former covered Employee who was receiving long-term disability benefits or severance payments at the time of death.
- Surviving Spouses, Registered Domestic Partners or controlling oldest surviving child cannot add new Dependents during this Company- extended coverage period.
- If you are survived only by your Child(ren), then following your death, surviving Dependent coverage is available until they no longer meet Child(ren) eligibility, subject to the payment of applicable participant contributions or until the oldest surviving Child dies, drops coverage, marries or registers a RDP.
- If your surviving Spouse/RDP or other Dependent fails to make the applicable coverage contributions, coverage will be canceled and they cannot re-enroll.
- If your Dependent no longer qualifies as an eligible Dependent, his/her coverage ends on the last day of the month in which he/she no longer qualifies as a Dependent.

COBRA – Medical and Medical Plus

Following the 12-month Company extended Medical and Medical Plus Plan coverage, COBRA continuation for up to 36 months will be offered to Qualified Beneficiaries.

SNET Retirees

Your coverage ceases in the event of your death. However, your Dependents may continue Medical and Medical Plus coverage as described below. All other coverages (i.e., Dental, Vision, EAP, Life Insurance, Healthcare FSA and other benefits) terminate at the end of the month in which the death occurs. Dependent Care FSAs terminate on date of death.

COBRA – Dental, Vision, Healthcare FSA and EAP

COBRA continuation of Dental, Vision, Healthcare FSA and/or EAP benefits may be available for covered Eligible Dependents.

Company Extended Coverage – Medical and Medical Plus

Medical and Medical Plus coverage may be available for your covered surviving Spouse or RDP and Eligible Dependent Child(ren) **enrolled at the time of the Employee's or Retiree's death**. Your Eligible Dependents may continue Medical and Medical Plus coverage at the regular Employee or Retiree cost (after-tax basis only) for 6 months. Contribution adjustments will be made for changes in family composition upon the Employee's death.

After 6 months, coverage can be continued for Surviving Spouse or RDP or (to the limiting age) Dependent Children by paying 100% of the total cost of coverage.

Company-extended Plan coverage will terminate for all covered survivors at the end of the month in which the Surviving Spouse or RDP (or, in the event there is no Surviving Spouse or RDP, the oldest Surviving Child):

- Fails to make the required contributions;
- Drops the coverage on him or herself;
- Dies;
- Marries; or
- Registers an RDP.

Additional conditions:

- Survivor coverage is available if a covered Employee dies while on a leave of absence or short-term disability.
- Survivor coverage is not available for the survivors of a former covered Employee who was receiving long-term disability benefits or severance payments at the time of death.
- Surviving Spouses, Registered Domestic Partners or controlling oldest surviving child cannot add new Dependents during this Company- extended coverage period.
- If you are survived only by your Child(ren), then following your death, surviving Dependent coverage is available until they no longer meet Child(ren) eligibility, subject to the payment of applicable participant contributions or until the oldest surviving Child dies, drops coverage, marries or registers a RDP.
- If your surviving Spouse/RDP or other Dependent fails to make the applicable coverage contributions, coverage will be canceled and they cannot re-enroll.
- If your Dependent no longer qualifies as an eligible Dependent, his/her coverage ends on the last day of the month in which he/she no longer qualifies as a Dependent.

When Coverage Ends

For Employees and Retirees

Your coverage ends, at the end of the month in which you:

- Separate or terminate from active service for any reason, including acceptance of a company-offered severance package;
- Fail to make required contributions;
- Subsequently elect the No Coverage option;
- Elect to cancel coverage (when allowed);
- Fail to return to work at the end of a leave of absence or recovery from disability;
- Are laid off;
- Commence certain leaves of absence (or at other times as set forth in the applicable Cingular Wireless Leaves of Absence Policy);
- Exhaust Company extended coverage under certain leaves of absence; or
- Cease to meet the definition of an eligible Bargained Employee;
- At the expiration of an applicable collective bargaining agreement or when the terms of an applicable bargaining agreement no longer provide for your participation in this Plan;
- Commence a strike or work stoppage; or
- Die.

For Your Dependents

Coverage under the Plan for your Dependents ends at the end of the month in which the Employee's coverage ends or when they no longer meet the definition of an eligible Dependent. Conversion or portability may be available for Life Insurance coverage. Contact the Cingular Wireless Benefits Service Center for more information.

Extended Benefits

Extended Benefits When Hospital Confined

If you or a Dependent are hospital confined when coverage would otherwise terminate, Medical coverage only for the confined person only will be continued until the date of release from the hospital.

COBRA – Continuation of Coverage

If your coverage ends for any reason under certain circumstances known as a "qualifying event" under federal law, you have the right to continue your coverage in effect at the time of termination of coverage at your own expense unless you have coverage elsewhere. Your covered Dependents may also be eligible to continue coverage at their expense in certain

circumstances covered under the Consolidated Omnibus Budget Reconciliation Act (COBRA). See Right to Continuation Coverage in the **Other Important Information** section for more information about COBRA. COBRA coverage is not offered to individuals who are removed from coverage because the individual does not meet the Plan's eligibility provisions.

Coordination of Benefits

The Coordination of Benefit ("COB") provision specifies the order in which the two plans pay benefits. The plan that is primary pays benefits first, up to its limits. The plan that is secondary pays benefits second up to its limits, except that, when combined with the benefits paid by the primary plan, the total paid may not exceed the total allowable expense.

COB Determination Rules

The following chart describes how to file claims when coordinating benefits under the Plan.

PATIENT	HOW TO FILE
You…	• File first under this plan; • File second under other plan.
Your spouse or retired spouse…	• File first under other plan; • File second under this plan.
Your Dependent child with coverage under this plan and another plan…	For married parents: • File first under the plan that covers the parent whose birthday falls first in the year; • File second under the plan that covers the parent whose birthday falls second in the year. For divorced or legally separated parents: • File first under the plan of the parent who has financial responsibility for the Dependent under court decree...or, if no court decree, the parent who has custody; • File second under stepparent's plan (or parent who doesn't have financial responsibility or custody). If the above rules do not establish the order • File first under the plan which has covered the claimant for the longer period of time • File second under the plan which has covered the claimant for the shorter period of time

Note: When submitting a claim under multiple coverages, send a copy of your itemized bill and the primary plan's EOB with the claim form.

Coordination with Medicare:

For Active Employees

If you elect a POS or OOA option while you are an active Employee, the POS or OOA option will pay benefits without subtracting any benefits payable from Medicare for you and each of your enrolled Dependents even if they also participate in Medicare. If you are a non-Medicare-eligible active Employee, and any of your Dependents are eligible to be covered by Medicare, then the POS or OOA option will be their primary source of coverage.

If you elect Medicare as your medical plan, your coverage under a POS or OOA option will terminate when your Medicare coverage becomes effective.

End-Stage Renal Disease

In the event you or your Dependent begins kidney dialysis or has a kidney transplant, a POS or OOA option will provide primary coverage during the first 30 months, after which Medicare becomes primary.

For Retired Employees, Or Dependents Of Retired Employees

If you are a retired Employee or a covered Dependent of a retired Employee and you are eligible for Medicare, Medicare is your primary coverage, any benefits payable under Medicare will be subtracted from the benefits you receive under the Plan.

Together, the combination of Medicare and Plan benefits will provide the same level of benefits as you had under the Plan alone. Please note, you must comply with Medicare utilization review requirements. You will not be reimbursed under a POS or OOA option for charges incurred as a result of failure to comply with Medicare's requirements.

For Former Employees Receiving LTD Benefits

If you are a former Employee receiving long-term disability (LTD) benefits and you are eligible for Medicare, then Medicare is your primary coverage, even if you elect a POS or OOA option under COBRA.

Guidelines When Medicare is Primary

- Submit your claim to Medicare first;
- Attach the Medicare Explanation of Benefits sheet you receive and a copy of the itemized bill to the claim form you submit for benefits under your PPO or OOA option.

Overpayment

If an overpayment is made by a claims administrator under the Plan, to or on behalf of you or your Dependent(s), the claims administrator has the right to recoup the overpayment by any available means including but not limited to:

- Requiring you to return the overpayment upon request; or
- Reducing or withholding any future payment made to or on behalf of you or your Dependent(s).

Failure to reimburse any overpayments made to you under the Plan will result in suspension of benefits until reimbursement has occurred.

Unclaimed / Uncashed Benefit Payments

If a benefit payment to you or your Dependents is unclaimed or uncashed for more than 180 days, or such other period determined by the Administrative Committee, the payment will be voided and the funds returned to the Plan.

Plan Administration

The Plan is administered by the Administrative Committee of Cingular Wireless. You should consult the *Other Important Information* section for more information regarding the Administrative Committee's authority to administer the Plan. The Administrative Committee has delegated authority for claims determination and claim review on appeal to the claims administrators.

Subrogation, Reimbursement and Assignment

(This section does not apply to Life Insurance coverage.)

The Plan is not obligated to pay, and shall be entitled to recover, any benefits payable or paid as a result of covered expenses under the Plan incurred or to be incurred by a participant caused by, resulting from, or related to, directly or indirectly, the acts or omissions of a third party (person or entity). As a condition of participating and receiving benefits under the Plan, you and your dependents give the Plan the right to recover any payments made by any other person, insurance company, or other entity ("Responsible Party") on account of any claim, demand, settlement, judgment, liability, or expense that is related to any claim for benefits which the Plan has or will pay. This right to recovery is limited to the amount of benefits actually paid or payable by the Plan. As security for all amounts due the Plan under this section, the Plan shall be subrogated to all of the claims, demands, actions, and rights of recovery of the participant against the Responsible Party.

The participant must reimburse the Plan starting with the first dollar that the participant receives from or on behalf of the Responsible Party, no matter whether the recovery is designated as actual or punitive damages, costs or expenses, medical expenses, pain and suffering, lost wages, workers' compensation, disability payments, loss of consortium, loss of work payments,

emotional distress, or otherwise, and continue to reimburse the Plan until all benefits and covered expenses related to the injury are reimbursed or the full amount of the recovery is paid to the Plan, whichever occurs first.

The Plan has the right to first recovery, and the "make whole" doctrine is not applicable to the Plan's subrogation and reimbursement rights. The Plan has the right of first reimbursement for all benefits paid related to the injury, such first reimbursement to be paid out of any recovery the participant is able to obtain, even if the participant has not been fully compensated for the injury. The Plan's subrogation and reimbursement rights are not subject to reduction for attorneys' fees or other expenses of recovery, and shall apply to the entire proceeds of any recovery by the covered individual.

The right of recovery would apply, for example, when you are injured as a result of an accident on someone else's property and the Plan pays your resulting expenses. If you later receive a settlement from the person's insurance carrier, the Plan is entitled to recover the amounts paid by the Plan for your expenses from you, your attorney, or anyone to whom payment is made on your behalf.

Prior to the payment of benefits under this Plan to a participant or assignee of a participant for any injury for which a third party is or may be liable, the participant or assignee or both may be required to execute a written subrogation and reimbursement agreement acknowledging the Plan's right of recovery and subrogation interest. You must cooperate fully with requests by the Plan or in connection with any efforts to collect amounts recoverable under the Plan. This includes, but is not limited to, providing any documents which are requested. In addition, you must use your best efforts not to do anything which would prejudice the Plan's right to recovery, without first obtaining the prior written consent of the Plan or the claims administrator.

Health Insurance Portability and Accountability Act – Privacy Notice

The applicable plans comply with the Health Insurance Portability and Accountability ("HIPAA") Act. You may obtain a copy of the Plan's HIPAA Privacy Notice in the Reference Library at https://netbenefits.fidelity.com/.

Your Rights Under ERISA

As a participant or a Dependent of a participant in the Plan, you have rights under the Employee Retirement Income Security Act (ERISA). For more information, see the *Other Important Information* section.