

**CONDITIONAL UNWIND MEMORANDUM OF AGREEMENT TO THE
NATIONAL BARGAINED BENEFIT PLAN FOR EMPLOYEES OF
AT&T MOBILITY SERVICES LLC**

This Agreement between the COMMUNICATIONS WORKERS OF AMERICA on behalf of itself and its individual Districts ("Union") and AT&T MOBILITY SERVICES LLC ("Company"), applies to the following bargaining units represented by the Union: ORANGE CONTRACT (covering Districts 1, 2-13, 4, 7 & 9), BLACK CONTRACT (covering District 3), PURPLE CONTRACT (covering District 6) and GREEN CONTRACT (covering Puerto Rico – District 3). Together these four contracts are referred to as the "CBAs".

WHEREAS, in 2004, the parties executed the 2004 Settlement Agreement: National Bargained Benefit Plan for Employees of Cingular Wireless ("2004 NBBP Agreement") which is a method for bargaining health care (the initial and subsequent health plan and associated benefits are referred to as a National Bargained Benefit Plan or "NBBP" below) for all bargaining unit employees employed by the Company and represented by the Union under the CBAs in lieu of the Company's claimed management right to set health care terms;

WHEREAS, the first NBBP covered the years 2005-2008 and the parties successfully negotiated amended NBBPs for the same bargaining units under the CBAs for the periods of 2009-2012 and 2013-2016;

WHEREAS, the parties have determined that the 2004 NBBP Agreement and national bargaining over a NBBP will be replaced with the provisions below;

WHEREAS, the parties have bargained the following terms in order to transition from and wholly replace the 2004 NBBP Agreement and national bargaining over a NBBP.

Therefore, the Union and the Company mutually agree as follows:

1. The parties shall negotiate a NBBP (the "2017-2020 NBBP") for a final time under the NBBP Agreement in 2016, to be effective from 2017 through 2020. This Conditional Unwind MOA is subject to the successful ratification and acceptance of the 2017-2020 NBBP by the Union.
2. To transition from the 2004 NBBP Agreement, the parties shall negotiate health care, including any management rights related to health care ("Health Care"), as follows:
 - (a) For the ORANGE CONTRACT: Health Care under the ORANGE CONTRACT shall be (i) entirely governed by the 2017-2020 NBBP through calendar year 2020, without any further negotiations regarding same and (ii) for calendar year 2021 and beyond shall be bargained in conjunction with the collective negotiations for the applicable ORANGE CONTRACT that would cover 2021 and subsequent years.

(b) For the BLACK CONTRACT: Health Care under the BLACK CONTRACT shall be (i) entirely governed by the 2017-2020 NBBP through calendar year 2020, without any further negotiations regarding same and (ii) for calendar year 2021 and beyond shall be bargained in conjunction with the collective negotiations for the applicable BLACK CONTRACT that would cover 2021 and subsequent years.

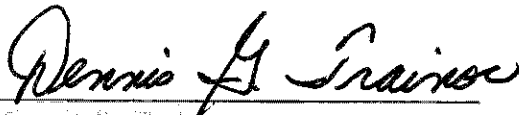
(c) For the GREEN CONTRACT: Health Care under the GREEN CONTRACT shall be (i) entirely governed by the 2017-2020 NBBP through calendar year 2020, without any further negotiations regarding same and (ii) for calendar year 2021 and beyond shall be bargained in conjunction with the collective negotiations for the applicable GREEN CONTRACT that would cover 2021 and subsequent years.

(d) For the PURPLE CONTRACT: Health Care under the PURPLE CONTRACT shall be (i) entirely governed by the 2017-2020 NBBP through calendar year 2020, without any further negotiations regarding same and (ii) for calendar year 2021 and beyond shall be bargained in conjunction with the collective negotiations for the applicable PURPLE CONTRACT that would cover 2021 and subsequent years.

3. Following the execution of the 2017-2020 NBBP (which shall be executed contemporaneously with this Agreement), the parties shall not negotiate health care for year 2021 and beyond on a national level, but instead the applicable health care terms shall be negotiated in conjunction with collective negotiations for each separate contract as enumerated above and in the same manner for any future collective bargaining units that may exist, unless the parties mutually agree otherwise in writing. Nothing in this paragraph 3 shall limit the scope of either party's proposals in such separate contract negotiations for year 2021 and beyond.
4. Following the execution of the 2017-2020 NBBP and this Agreement (and their ratification if required), the prior NBBP Agreement shall no longer bind the parties.

AGREED:

For the Union:

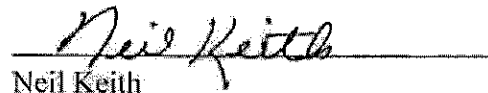


Dennis G. Trainor

Vice President – District I

Date: June 7, 2016

For the Company:



Neil Keith

Vice President – Labor Relations

Date: 06/07/2016