

## ATTACHMENT I - SUCCESS SHARING PLAN FOR EMPLOYEES OF AT&T MOBILITY SERVICES, LLC

Based on the Communications Workers of America (“Union”) and AT&T Mobility Services, LLC’s (“Company”) desire to have represented employees of AT&T Mobility Services, LLC (“Employees”) share in the Company’s success, the parties agree to a Success Sharing Plan (“SSP”), as described herein, to provide an Award based on the AT&T stock price appreciation and AT&T dividend rate.

### A. Plan Components

#### 1. Success Units

Employees will be awarded 75 success units at the beginning of the award year reflected in the table in Section A.2. below (“Award Year”). Those success units will only be valid for the Award Year. A success unit is only used as a multiplier in the Award calculation and is not a share of stock nor has any other value.

#### 2. Determining Stock Appreciation Award Value

Award Year	Beginning Award Value	Ending Award Value
2015 (October 1, 2014 to September 30, 2015)	October 1, 2014 closing AT&T stock price	September 30, 2015 closing AT&T stock price

The stock price used in establishing the Award Value will be the closing AT&T stock price on the New York Stock Exchange.

The Award Value will be adjusted proportionally to reflect any stock split.

#### 3. Determining Dividend Rate Value

The dividend rate value will be determined by adding each AT&T declared quarterly dividend during the Award Year (historically December, March, June, and September) and multiplying this total by 75 success units.

#### 4. Payout

Employees will receive a total award based on the difference between the ending award value and the beginning award value for the Award Year times 75 success units plus the dividend rate value. For example:

**Stock Appreciation Value:**

Beginning award value – October 1, 2014 closing AT&T stock price \$30.00

Ending award value – September 30, 2015 closing AT&T stock price \$35.00

Payout –  $\$35 - \$30 = \$5 \times 75$  success units = \$375.00

**Dividend Rate Value:**

December 2014 declared dividend	\$ .44
March 2015 declared dividend	\$ .44
June 2015 declared dividend	\$ .44
September 2015 declared dividend	\$ .44

Total Declared Dividend \$1.76

Dividend Rate Value -  $\$1.76 \times 75$  success units = \$132.00

**Total Award**

\$375.00 stock appreciation value + \$132.00 dividend rate value = \$507.00

The Award will be made available as soon as practicable after the Award Year and will normally occur by the first day of December. Eligible Lump Sum Candidates will usually receive their award on the payday for the last full pay period in November. Eligible HRA Candidates will have their Award credited to their HRA account at a date to be determined by the Company (“HRA Crediting Date”).

**B. Eligible Employees**

Eligible Employees may receive either (A) a lump sum credited to a Health Reimbursement Account (“HRA”) established under an employee benefit plan sponsored by the Company, pursuant to the Internal Revenue Code and applicable regulations, or (B) a lump sum cash payment, as provided herein. Eligibility for an Award in the form of HRA crediting or a cash lump sum payment is determined as of July 1, 2012. An Employee who is enrolled in a Company sponsored medical plan on July 1, 2012 and any Employee who is hired, rehired, or transferred to a position covered by the AT&T Mobility Labor Agreements on or after July 1, 2012 (“HRA Candidate”) are only eligible for an Award in the form of HRA crediting. An Employee who is employed on July 1, 2012 and not enrolled in a Company sponsored medical plan on July 1, 2012 (“Lump Sum Candidate”) is only eligible for an Award in the form of a cash lump sum payment.

An HRA Candidate is only eligible for an Award as described above in the form of crediting to a HRA if (s)he is a regular or temporary employee who (A) is on the payroll on both the beginning and ending dates of the Award Year (B) works for a minimum of three (3) months in the Award Year in a position covered by the AT&T Mobility Labor Agreements and (C) is enrolled in a Company sponsored medical plan on the HRA Crediting Date for the Award Year. An HRA Candidate who does not satisfy the foregoing conditions for the Award Year is not eligible for an Award.

A Lump Sum Candidate is eligible for an Award as described above in the form of a cash lump sum payment if (s)he is a regular or temporary employee who (A) is on the payroll both the beginning and end dates of the Award Year and (B) works a minimum of three (3) months in the Award Year in a position covered by the AT&T Mobility Labor Agreements.

HRA Candidates and Lump Sum Candidates (collectively "Eligible Employees") who are on approved leaves of absence or short-term disability absence and meet the other eligibility requirements shall receive an Award in the form provided above, provided they return to active duty on or before December 31, 2015, and if the Award is in the form of HRA crediting, are enrolled in a Company sponsored medical plan on the HRA Crediting Date for the Award Year.

Any Eligible Employee who transfers between AT&T Companies offering the SSP will be eligible to receive an Award under the terms of the SSP applicable to the Eligible Employee's current bargaining unit at the time of the Award is made available, so long as the combined service in both AT&T Companies satisfies the above eligibility provisions.

C. Part-Time Employees

Eligible part-time employees will receive an Award based on their part-time classification (or "part-time equivalent work week") on the ending date of the award year.

D. Benefits Treatment

SSP payments will be recognized as eligible compensation under all benefit plans, as applicable.

E. Taxes Personal Allotments

A cash lump sum Award paid to a Lump Sum Candidate is subject to state and local taxes, Federal Income Tax, Social Security Tax and Medicare Tax and any state disability deductions at the time of payment and union dues will be deducted at the same rate as they are deducted for wages. Eligible Employees with 401(k) pre-tax elections will not have State or Federal Income Taxes deducted from that portion of their cash lump sum Award.

Personal allotments such as United Way contributions will not be made.

F. Dispute Resolution

Company determination under this plan shall be final and binding. The Union may present grievances relating to matters covered by the SSP, but neither the plan nor its administration shall be subject to arbitration.