

LARGE FILING: SEPARATION PAGE

Part 4 of 5

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)	
Frontier Communications Corporation,)	
New Communications Holdings Inc. and)	Case No. 09-454-TP-ACO
Verizon Communications Inc. for Consent)	
and Approval of a Change in Control)	

PREPARED DIRECT TESTIMONY OF

DANIEL MCCARTHY

EXECUTIVE VICE PRESIDENT AND CHIEF OPERATING OFFICER

ON BEHALF OF

FRONTIER COMMUNICATIONS CORPORATION

JULY 9, 2009

AMENDED EMPLOYMENT AGREEMENT
Robert Larson

This AMENDED EMPLOYMENT AGREEMENT (the "Agreement") is dated as of December 24, 2008 (the "Effective Date") by and between Frontier Communications Corporation (the "Company") and Robert Larson ("Executive").

WHEREAS, Executive and the Company entered into an employment agreement (the "Original Agreement") as of September 1, 2004 (the "Original Effective Date"), embodying the terms of Executive's employment and pursuant to which Executive has been serving as a Senior Vice President and as the Company's Controller and Chief Accounting Officer; and

WHEREAS, this Agreement amends and restates the Original Agreement as of the Effective Date in order, inter alia, to evidence formal compliance with Section 409A of the Internal Revenue Code of 1986, as amended, and the guidance thereunder (such Section, referenced herein as "Section 409A"; and such code, referenced herein as the "Code");

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company, and any of its subsidiaries that the Chief Executive Officer (the "CEO") or the Board of Directors of the Company (the "Board") shall designate for a period commencing on the Original Effective Date and ending on the fifth anniversary thereof (the "Initial Term"), on the terms and subject to the conditions set forth in this Agreement. Following the Initial Term, the term of employment under this Agreement shall automatically be renewed for additional terms of one year on the last day of the Initial Term and each anniversary of the last day of the Initial Term (the Initial Term and any annual extensions of the term of this Agreement, referenced together herein as the "Employment Term"), subject to Section 8 of this Agreement, unless the Company or the Executive gives the other party written notice of non-renewal at least ninety (90) days prior to such last day or anniversary.

2. Position.

a. During the Employment Term, Executive shall serve as Senior Vice President and as the Company's Controller and Chief Accounting Officer and shall report directly to the Chief Financial Officer of the Company. In such position, Executive shall have such duties and authority commensurate with the position of controller and chief accounting officer of a company of similar size and nature and as the Company's Chief Financial Officer shall otherwise determine from time to time.

b. During the Employment Term, Executive will devote Executive's full business time and best efforts (excluding any periods of vacation or sick leave) to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided that nothing herein shall preclude Executive, subject to the prior approval of the Board, from accepting appointment to or continue to serve on any board of directors or trustees of any business corporation or any charitable organization, provided in each case in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Section 10 of this Agreement.

3. Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate of \$175,000, payable in substantially equal periodic payments in accordance with the Company's practices for other executive employees, as such practices may be determined from time to time. Executive shall be entitled to such increases in Executive's base salary, if any, as may be determined from time to time in the sole discretion of the Chief Financial Officer, the CEO and the Board. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

4. Annual Bonus. During the Employment Term, Executive shall be eligible to earn an annual bonus award (an "Annual Bonus"), with a target bonus amount equal to 50% of the Base Salary (the "Target Bonus"), with adjustments based on the schedules set forth in the Citizens Incentive Plan or any successor plan, as each may be amended from time to time (the "Incentive Plan"), but the adjustments shall in no event be less favorable to Executive than those set forth in such Plan for the 2004 calendar year. The Annual Bonus for a calendar year shall be paid no later than permitted under the Incentive Plan and no later than the date that other officers of the Company are paid their annual bonuses for such calendar year.

5. Long-Term Incentive. With respect to each fiscal year during the Employment Term, the Company shall grant no later than each March of the following year to Executive a number of restricted shares of common stock (the "Restricted Shares") with an aggregate value equal to between \$200,000 and \$300,000, as determined by the Compensation Committee of the Board (the "Compensation Committee"). Subject to Section 8(b)(ii)(D) and Section 8(c)(iii)(E), below, each annual grant of Restricted Shares shall vest and become non-forfeitable as to twenty (20) percent of the shares initially granted, on each anniversary of the date of grant and shall be fully vested and 100 percent non-forfeitable upon the fifth anniversary of the date of grant.

6. Employee Benefits; Business Expenses.

a. Employee Benefits. During the Employment Term, Executive (and his eligible dependents) shall be entitled to participate in the Company's pension, profit sharing, medical, dental, life insurance and other employee benefit plans (other than severance plans) (the "Company Plans"), as in effect from time to time (collectively the "Employee Benefits") on the same basis as those benefits are generally made available to other executives at his level of the Company.

b. Business Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with the Company's policies.

7. [Intentionally Left Blank.]

8. Termination. Executive's employment hereunder may be terminated by either party at any time and for any reason; provided that Executive will be required to give the Company at least 60 days advance written notice of any resignation of Executive's employment. Notwithstanding any other provision of this Agreement other than Section 13(1) through (p), the provisions of this Section 8 shall exclusively govern Executive's rights upon termination of employment with the Company.

a. By the Company For Cause or By Executive Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company for Cause (as defined below) and shall terminate automatically upon Executive's resignation without Good Reason; provided that Executive will be required to give the Company at least 60 days advance written notice of such resignation.

(ii) For purposes of this Agreement, "Cause" shall mean Executive's (A) willful and continued failure (other than as a result of physical or mental illness or injury) to perform his material duties (as described in Section 2) to the Company or its subsidiaries which continues beyond 10 days after a written demand for substantial performance is delivered to Executive by the Company (the "Cure Period"), which demand shall identify and describe such failure with sufficient specificity to allow Executive to respond; (B) willful or intentional conduct that causes material and demonstrable injury, monetarily or otherwise, to the Company; (C) conviction of, or a plea of nolo contendere to, a crime constituting (x) a felony under the laws of the United States or any state thereof or (y) a misdemeanor involving moral turpitude; or (D) material breach of this Agreement, including, without limitation, engaging in any action in breach of Section 9 or Section 10 of this Agreement, which continues beyond the Cure Period (to the extent that, in the Board's reasonable judgment, such breach can be cured). For purposes of this Section 8(a)(ii), no act, or failure to act, on the part of Executive shall be considered "willful" or "intentional" unless it is done, or omitted to be done, by Executive in bad faith and without reasonable belief that Executive's action or inaction was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the instructions of the Chief Financial Officer of the Company or other senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by Executive in good faith and in the best interests of the Company.

(iii) If Executive's employment is terminated by the Company for Cause, or if Executive resigns without Good Reason, Executive shall be entitled to receive:

(A) the Base Salary through the date of termination, paid in substantially equal periodic installments on the schedule specified in Section 3 (but not less frequently than monthly);

(B) any Annual Bonus earned but unpaid as of the date of termination for any previously completed fiscal year, paid no later than permitted under the Incentive Plan and no later than the date that other officers of the Company are paid their annual bonuses for any such year;

(C) reimbursement for any unreimbursed business expenses properly incurred by Executive in accordance with Company policy prior to the date of Executive's termination, paid at the time specified in Section 13(m);

(D) any accrued but unpaid vacation, paid in accordance with the terms of the Company's vacation policy; and

(E) such Employee Benefits, if any, to which Executive may be entitled under the applicable Company Plans upon termination of employment hereunder (the payments and benefits described in clauses (A) through (E) hereof being referred to, collectively, as the "Accrued Rights").

As necessary for compliance with the requirements of the Code and notwithstanding any contrary provision of this subsection, payments under this subsection are subject to Section 13(l) through (p). Following such termination of Executive's employment by the Company for Cause or resignation by Executive, except as set forth in this Section 8(a)(iii) and Section 8(g), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

b. Disability or Death.

(i) Executive's employment hereunder shall terminate upon Executive's death and may be terminated by the Company if Executive becomes physically or mentally incapacitated and is therefore unable for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twelve (12) consecutive month period to perform Executive's duties (such incapacity is hereinafter referred to as "Disability"). Any question as to the existence of the Disability of Executive as to which Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Executive and the Company. If Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and Executive shall be final and conclusive for all purposes of the Agreement.

(ii) Upon termination of Executive's employment hereunder for either Disability or death, Executive or Executive's estate (as the case may be), shall be entitled to receive:

(A) the Accrued Rights;

(B) continued payment of Executive's Base Salary during the period commencing on the date of Executive's termination of employment and ending on the date that is six months after the date of Executive's termination of employment (applying the definition of such term in Section 13(n)), paid in substantially equal periodic installments on the schedule specified in Section 3, but not less frequently than monthly (such continued Base Salary shall be subject to the six-month delay as applicable under Section 13(o) and (p));

(C) a pro rata portion of the Annual Bonus, if any, that Executive would have been entitled to receive pursuant to the Citizens Incentive Plan in the year of termination, based on actual performance through the date of termination; and

(D) all Restricted Shares that have been granted as of the date of Executive's termination shall be fully vested and non-forfeitable as of such date, and Executive shall not be entitled to any further annual grants of Restricted Shares under Section 5 of this Agreement.

(iii) Upon termination of Executive's employment hereunder due to Executive's death or Disability, in addition to the benefits described in Section 8(b)(ii) above, the Company shall provide Executive (in the event of his Disability) and Executive's spouse with health benefits (pursuant to the same Company Plans that are health benefit plans and that are in effect for active employees of the Company), until the second anniversary of the date of Executive's death or Disability.

(A) To the extent that such health benefit plan coverage is provided under a self-insured plan maintained by the Company (within the meaning of Section 105(h) of the Code):

(I) the charge to Executive for each month of coverage will equal the monthly COBRA charge established by the Company for such coverage in which the Executive or the Executive's spouse (as applicable) is enrolled from time to time, based on the coverage generally provided to salaried employees (less the amount of any administrative charge typically assessed by the Company as part of its COBRA charge), and Executive will be required to pay such monthly charge in accordance with the Company's standard COBRA premium payment requirements; and

(II) on the date of Executive's termination of employment within the meaning of Section 13(n), the Company will pay Executive a lump sum in cash equal, in the aggregate, to the monthly COBRA charge established by the Company on the payment date for family coverage with respect to the highest value health coverage provided to salaried employees under such self-insured plan for each month of coverage in the two year period. For this purpose, the Company's monthly COBRA charge for family coverage will be increased by 10% on each January in the projected payment period and such increased amount shall apply to each successive month in the calendar year in which the increase became applicable.

(B) To the extent that such health benefit plan coverage is provided is provided under a fully-insured medical reimbursement plan (within the meaning of Section 105(h) of the Code), there will be no charge to Executive for such coverage.

As necessary for compliance with the requirements of the Code and notwithstanding any contrary provision of this subsection, payments under this subsection are subject to Section 13(l) through (p). Following Executive's termination of employment due to death or Disability, except as set forth in this Section 8(b), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

c. By the Company Without Cause or by Executive Resignation for Good Reason.

(i) Executive's employment hereunder may be terminated (A) by the Company without Cause (which shall not include Executive's termination of employment due to his Disability) or (B) by Executive for Good Reason (as defined below).

(ii) For purposes of this Agreement, "Good Reason" shall mean

(A) the failure of the Company to pay or cause to be paid Executive's Base Salary or Annual Bonus, when due hereunder,

(B) any substantial and sustained diminution in Executive's authority or responsibilities from those described in Section 2 hereof,

(C) a relocation of Executive's principal office location more than 25 miles from the Company's Stamford, Connecticut headquarters area, or

(D) any other material breach of a material provision of this Agreement;

provided that any of the events described in subparagraphs (A), (B), (C) or (D) of this Section 8(c)(ii) shall constitute Good Reason only if (I) the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes Good Reason (with sufficient specificity from Executive for the Company to respond to such claim) and (II) Executive terminates employment with the Company within two years after the initial existence of such event or circumstances.

(iii) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or by Executive for Good Reason, subject to Executive's satisfaction of the release requirements set forth in Section 8(f)(ii), the Company (1) shall then pay or provide to the Executive the compensation and benefits described in subparagraphs (A) and (D) below, (2) shall begin paying to the Executive the compensation described in subparagraphs (B) and (C), and (3) the vesting provided for by subparagraph (E) below shall apply, in each case on the Expiration Date (as defined in Section 8(f)(ii)):

(A) the Accrued Rights;

(B) subject to Executive's continued compliance with the provisions of Section 9 and Section 10 of this Agreement, the amount that is equal to 1/36th of the sum of -

(I) three times Executive's annual Base Salary in effect on the date of Executive's termination of employment (the "Termination Date"), and

(II) two times Executive's annual Target Bonus in effect on the Termination Date,

shall be paid each month for the 36-month period commencing on the Termination Date (it being understood that Executive shall receive no payment until the Expiration Date at which time Executive shall receive a catch-up payment on the Expiration Date that includes all monthly installments due for the period from the Termination Date through the Expiration Date) (with such 36-month period constituting the "Severance Period") (such catch-up payment and continued installments shall be subject to a six-month delay as applicable under Section 13(o) and (p)); provided, however, that any payments described in this subparagraph (B) that are exempt from Section 409A shall be reduced or offset entirely, at the time such payments are otherwise required to be made under this subparagraph (B), by any amounts due and owing by Executive to the Company for funds borrowed from or advanced by the Company (to the extent permitted under applicable law);

(C) continuation of health benefits (pursuant to the same Company Plans that are health benefit plans and that are in effect for active employees of the Company) with health benefit coverage retroactive to the Termination Date (once the Expiration Date is reached and the release is in effect), and then continuing until the earlier to occur of the end of the Severance Period and the date on which Executive becomes eligible to receive comparable benefits from any subsequent employer

(I) To the extent that such health benefit plan coverage is provided under a self-insured plan maintained by the Company (within the meaning of Section 105(h) of the Code):

(1) the charge to Executive for each month of coverage will equal the monthly COBRA charge established by the Company for such coverage in which the Executive or the Executive's spouse (as applicable) is enrolled from time to time, based on the coverage generally provided to salaried employees (less the amount of any administrative charge typically assessed by the Company as part of its COBRA charge), and Executive will be required to pay such monthly charge in accordance with the Company's standard COBRA premium payment requirements; and

(2) upon termination of employment, the Company will pay Executive a lump sum in cash equal, in the aggregate, to the monthly COBRA charge established by the Company on the payment date for family coverage with respect to the highest value health coverage provided to salaried employees under such self-insured plan for each month of coverage in the 36-month period. For this purpose, the Company's monthly COBRA charge for family coverage will be increased by 10% on each January in the projected payment period and such increased amount shall apply to each successive month in the calendar year in which the increase became applicable.

(II) To the extent that such health benefit plan coverage is provided is provided under a fully-insured medical reimbursement plan (within the meaning of Section 105(h) of the Code), there will be no charge to Executive for such coverage; and

(D) a lump sum equal to the full-year annual Target Bonus in effect on the Termination Date.

(E) all Restricted Shares shall be vested and non-forfeitable as of the Expiration Date, and all options granted to Executive that are not vested as of the Termination Date shall become vested and non-forfeitable and fully exercisable.

As necessary for compliance with the requirements of the Code and notwithstanding any contrary provision of this subsection, payments under this subsection are subject to Section 13(l) through (p). Following Executive's termination of employment by the Company without Cause (other than by reason of Executive's death or Disability) or Executive for Good Reason, except as set forth in Section 8(c)(iii) above, Executive shall have no further rights to any compensation or any other benefits under this Agreement.

d. Change in Control.

(i) Subject to Executive's satisfaction of the release requirements set forth in Section 8(f)(ii), Executive shall also be entitled to the benefits set forth in Section 8(c)(iii) above if, within one year following a Change in Control (defined below), Executive terminates his employment as a result of: (A) any decrease by the Company of the Base Salary or Target Bonus; (B) any decrease in Executive's pension benefit opportunities or any material diminution in the aggregate employee benefits; or (C) any material diminution in Executive's title, reporting relationships, duties or responsibilities (each, a "Constructive Termination Event"); provided that any of the events described above shall constitute a Constructive Termination Event only if (X) the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes a Constructive Termination Event; provided, further, that a "Constructive Termination Event" shall cease to exist for an event on the 60th day following the later of its occurrence or Executive's knowledge thereof, unless Executive has given the Company written notice thereof prior to such date. As necessary for compliance with the requirements of the Code and notwithstanding any contrary provision of this subsection, payments under this subsection are subject to Section 13(l) through (p).

(ii) For purposes of this Agreement, a "Change in Control" shall be deemed to have occurred:

(A) When any "person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and as used in Section 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) of the Exchange Act (but excluding the Company and any subsidiary and any employee benefit plan sponsored or maintained by the Company or any subsidiary (including any trustee of such plan acting as trustee)), directly or indirectly, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities; or

(B) Upon the consummation of any merger or other business combination involving the Company, a sale of substantially all of the Company's assets, liquidation or dissolution of the Company or a combination of the foregoing transactions (the "Transactions") other than a Transaction immediately following which the shareholders of the Company immediately prior to the Transaction own, in the same proportion, at least 51% of the voting power, directly or indirectly, of (i) the surviving corporation in any such merger or other business combination; (ii) the purchaser of or successor to the Company's assets; (iii) both the surviving corporation and the purchaser in the event of any combination of Transactions; or (iv) the parent company owning 100% of such surviving corporation, purchaser or both the surviving corporation and the purchaser, as the case may be.

(iii) Excess Parachute Payments.

(A) If it is determined (as hereafter provided) that any payment, benefit or distribution by the Company to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, restricted stock award, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Severance Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest and penalties, are hereafter collectively referred to as the "Excise Tax"), then Executive shall receive the greater of (x) the aggregate amount of the Severance Payments, after payment by Executive of the Excise Tax imposed on the aggregate Severance Payments, and (y) the aggregate amount of the Severance Payments which could be paid to Executive under Section 280G of the Code without causing any loss of deduction to the Company under such Section (the "Capped Payments").

(B) Subject to the provisions of Section 8(d)(iii)(A) hereof, all determinations required to be made under this Section 8(d), including whether an Excise Tax is payable by Executive and the amount of such Excise Tax, shall be made by the nationally recognized firm of certified public accountants (the "Accounting Firm") used by the Company prior to the "change in ownership or control (or, if such Accounting Firm declines to serve, the Accounting Firm shall be a nationally recognized firm of certified public accountants selected by Executive). The Accounting Firm shall be directed by the Company or Executive to submit its preliminary determination and detailed supporting calculations to both the Company and Executive within 15 calendar days after the date of Executive's termination of employment, if applicable, and any other such time or times as may be requested by the Company or Executive. If the Accounting Firm determines that any Excise Tax is payable by Executive, the Company shall either (x) make payment of the Severance Payments, less all amounts withheld in respect of the Excise Tax, as required by applicable law, or (y) reduce the Severance Payments by the amount which, based on the Accounting Firm's determination and calculations, would provide Executive with the Capped Payments, and pay to Executive such reduced amounts. If the Accounting Firm determines that no Excise Tax is payable by Executive, it shall, at the same time as it makes such determination, furnish Executive with an opinion that he has substantial authority not to report any Excise Tax on his federal, state, local income or other tax return. All fees and expenses of the Accounting Firm shall be paid by the Company in connection with the calculations required by this Section.

(C) The federal, state and local income or other tax returns filed by Executive (or any filing made by a consolidated tax group which includes the Company) shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by Executive. Executive shall make proper payment of the amount of any Excise Tax, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment.

e. Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(h) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

f. Board/Committee Resignation; Execution of Release of all Claims.

(i) Upon termination of Executive's employment for any reason, Executive agrees to resign, as of the date of such termination and to the extent applicable, from the Board (and any committees thereof) and the board of directors (and any committees thereof) of any of the Company's subsidiaries or affiliates.

(ii) Upon termination of Executive's employment for any reason other than death or Disability, Executive agrees to execute a release of all then existing claims against the Company, its subsidiaries, affiliates, shareholders, directors, officers, employees and agents. Notwithstanding anything set forth in this Agreement to the contrary, upon termination of Executive's employment for any reason other than death or Disability, Executive shall not receive any payments or benefits to which he may be entitled hereunder (other than those which by law cannot be subject to the execution of a release, which shall be paid without regard to any release either (A) at the time when due, or (B) as of Executive's Termination Date, if the specific payment or benefit is subject to Section 409A and a payment date sufficient to satisfy Section 409A is not otherwise stated for such payment or benefit) unless Executive satisfies the release requirements of this Section 8(f)(ii). The release required by this Section 8(f)(ii) shall be provided to the Executive not later than the Termination Date. To comply with this Section 8(f)(ii), Executive must sign and return the release within 45 days of the Termination Date, and Executive must not revoke it during a seven-day revocation period that begins when the release is signed and returned to the Company. Then following the expiration of this revocation period, there shall occur the "Expiration Date," which is the 53rd day following the Executive's termination of employment.

9. Non-Competition/Non-Solicitation/Non-Disparagement.

a. Executive acknowledges and recognizes the highly competitive nature of the businesses of the Employer and its affiliates and accordingly agrees that, during the Employment Term and, for a period of one year following any termination of Executive's employment with the Company (the "Restricted Period"), Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly engage in any business that directly or indirectly competes with the business of the Company, or otherwise engage in competition with the Company which is materially detrimental to the Company;

(i) During the Restricted Period, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affiliates; or

(B) hire any such employee who was employed by the Company or its affiliates as of the date of Executive's termination of employment with the Company or who left the employment of the Company or its affiliates coincident with, or within one year prior to or after, the termination of Executive's employment with the Company.

b. Executive shall not at any time issue any press release or make any public statement about the Company or any director, officer, employee, successor, parent, subsidiary or agent or representative of, or attorney to the Company (any of the foregoing, a "Company Affiliate") regarding (i) any of the foregoing's financial status, business, services, business methods, compliance with laws, or ethics or otherwise, or (ii) regarding Company personnel, directors, officers, employees, attorneys, agents, including, without limitation, in respect of both clauses (i) and (ii), any statement that is intended or reasonably likely to disparage the Company or any Company Affiliate, or otherwise degrade any Company Affiliate's reputation in the business, industry or legal community in which any such Company Affiliate operates; provided, that, Executive shall be permitted to (a) make any statement that is required by applicable securities or other laws to be included in a filing or disclosure document, subject to prior notice to the Company thereof, and (b) defend himself against any statement made by the Company or any Company Affiliate that is intended or reasonably likely to disparage or otherwise degrade Executive's reputation in the business, industry or legal community in which Executive operates, only if Executive reasonably believes that the statements made in such defense are not false statements and (c) provide truthful testimony in any legal proceeding.

c. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 9 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

10. Confidentiality.

a. Executive will not at any time (whether during or after Executive's employment with the Company) (x) retain or use for the benefit, purposes or account of Executive or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information -- including without limitation rates, trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals -- concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential Information") without the prior written authorization of the Board.

b. "Confidential Information" shall not include any information that is (a) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (b) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (c) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

c. Except as required by law, Executive will not disclose to anyone, other than Executive's immediate family and legal or financial advisors, the existence or contents of this Agreement; provided that Executive may disclose to any prospective future employer the provisions of Section 9 and 10 of this Agreement provided that such potential employer agrees to maintain the confidentiality of such terms.

d. Upon termination of Executive's employment with the Company for any reason, Executive shall immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company, its affiliates and subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information.

e. The provisions of this Section 10 shall survive the termination of Executive's employment for any reason.

11. Specific Performance. Executive acknowledges and agrees that the Employer's remedies at law for a breach or threatened breach of any of the provisions of Section 9 or Section 10 of this Agreement would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

12. Arbitration. Except as provided in Section 11, any other dispute arising out of or asserting breach of this Agreement, or any statutory or common law claim by Executive relating to his employment under this Agreement or the termination thereof (including any tort or discrimination claim), shall be exclusively resolved by binding statutory arbitration in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association. Such arbitration process shall take place in New York, New York. A court of competent jurisdiction may enter judgment upon the arbitrator's award. All costs and expenses of arbitration (including fees and disbursements of counsel) shall be borne by the respective party incurring such costs and expenses.

13. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflicts of laws principles thereof.

b. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified or amended except by written instrument signed by the parties hereto.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void ab initio and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor person or entity.

f. Set Off; Mitigation. The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company or its affiliates. Executive shall not be required to mitigate the amount of any payment provided for pursuant to this Agreement by seeking other employment or otherwise and the amount of any payment provided for pursuant to this Agreement shall not be reduced by any compensation earned as a result of Executive's other employment or otherwise.

g. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the Company and its subsidiaries and Executive and any personal or legal representatives, executors, administrators, successors, assigns, heirs, distributees, devisees and legatees. Further, the Company will require any successor (whether, direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company and any successor to its business and/or assets which is required by this Section 13(g) to assume and agree to perform this Agreement or which otherwise assumes and agrees to perform this Agreement; provided, however, in the event that any successor, as described above, agrees to assume this Agreement in accordance with the preceding sentence, as of the date such successor so assumes this Agreement, the Company shall cease to be liable for any of the obligations contained in this Agreement.

h. Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

Frontier Communications Corporation
Three High Ridge Park
Building 3
Stamford, Connecticut 06905
Attention: Hilary E. Glassman, Esq.

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Company.

i. Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

j. Prior Agreements. This Agreement supercedes all prior agreements and understandings (including verbal agreements) between Executive and the Company and/or its affiliates regarding the terms and conditions of Executive's employment with the Company and/or its affiliates.

k. Cooperation. Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder. This provision shall survive any termination of this Agreement.

l. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

m. Expense Reimbursements. To the extent that any expense reimbursement provided for by this Agreement does not qualify for exclusion from Federal income taxation, the Company will make the reimbursement only if Executive incurs the corresponding expense during the term of this Agreement and submits the request for reimbursement no later than two months prior to the last day of the calendar year following the calendar year in which the expense was incurred so that the Company can make the reimbursement on or before the last day of the calendar year following the calendar year in which the expense was incurred; the amount of expenses eligible for such reimbursement during a calendar year will not affect the amount of expenses eligible for such reimbursement in another calendar year; and the right to such reimbursement is not subject to liquidation or exchange for another benefit from the Company.

n. Meaning of Termination of Employment. Solely as necessary to comply with Section 409A and to this extent for purposes of Section 8(b)(ii), Section 8(b)(iii), Section 8(c)(iii), Section 8(d)(i), Section 8(f)(ii), Section 13(o), Section 13(p) and any other provision where this definition is specifically referenced, "termination of employment" shall have the same meaning as "separation from service" under Section 409A(a)(2)(A)(i) of the Code. In addition, to avoid having such a separation from service occur after the Executive's termination of employment, the Executive shall not have (after the Executive's termination of employment) any duties or responsibilities that are inconsistent with the termination of employment being treated as such a separation from service as of the date of such termination.

o. Installment Payments. For purposes of Section 8(b)(ii)(B) with respect to amounts payable in the event of termination of employment on account of Disability and Section 8(c)(iii)(C) with respect to amount payable in the event of termination of Executive's employment by the Company without Cause or by Executive for Good Reason or Constructive Termination Event, each such payment is a separate payment within the meaning of the final regulations under Section 409A. Each such payment shall be subject to delay in accordance with Section 13(p) below except to the extent a payment can be considered in good faith (i) to be exempt from Section 409A as a short-term deferral within the meaning of the final regulations under Section 409A, or (ii) to be exempt under the two-times exception of Treasury Reg. ss. 1.409A-1(b)(9)(iii) up to the limitation on the availability of such exception specified in such regulation.

p. Section 409A. This Agreement will be construed and administered to preserve the exemption (if any) from Section 409A of payments that qualify as a short-term deferral or that qualify for the two-times exception. With respect to other amounts that are subject to Section 409A, it is intended, and this Agreement will be so construed, that any such amounts payable under this Agreement and the Company's and Executive's exercise of authority or discretion hereunder shall comply with the provisions of Section 409A and the treasury regulations relating thereto so as not to subject Executive to the payment of interest and additional tax that may be imposed under Section 409A. As a result, in the event Executive is a "specified employee" on the date of Executive's termination of employment (with such status determined by the Company in accordance with rules established by the Company in writing in advance of the "specified employee identification date" that relates to the date of Executive's termination of employment or, if later, by December 31, 2008, or in the absence of such rules established by the Company, under the default rules for identifying specified employees under Section 409A), any payment that is subject to Section 409A, that is payable to Executive in connection with Executive's termination of employment, shall not be paid earlier than six months after such termination of employment (if Executive dies after the date of Executive's termination of employment but before any payment has been made, such remaining payments that were or could have been delayed will be paid to Executive's estate without regard to such six-month delay). This Section 13(p) is an absolutely superseding provision under this Agreement. This means that it will apply notwithstanding other provisions in the Agreement that permit or require payment at an earlier time (and notwithstanding terms in such other provisions that may provide for their application without regard to other provisions of the Agreement).

q. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE COMPANY:

Frontier Communications Corporation

By: /s/ Cecilia K. McKenney

Name: Cecilia K. McKenney

Title: EVP, HR & Call Center Sales & Services

EXECUTIVE:

/s/ Robert Larson

Robert Larson

Frontier Communications Corporation
3 High Ridge Park
Stamford, Connecticut 06905
(203) 614-5600

December 24, 2008

Mr. Peter B. Hayes
4212 Avalon Drive East
New Canaan, CT 06840

Dear Pete:

Reference is made to the Offer Letter dated December 31, 2004 ("Offer Letter") between you and Frontier Communications Corporation (formerly Citizens Communications Company) (the "Company").

The terms of the benefits payable upon a change in control referred to in the Offer Letter are hereby amended as follows:

If, within one year following a "Change in Control" (as defined below) of the Company, you have a "Separation from Service" (as defined below) either because (a) your employment is terminated by the Company without "Cause" (as defined below) or (b) you terminate your employment as a result of (i) a material decrease in your base salary, target bonus or long term incentive compensation target from those in effect immediately prior to the Change in Control for any reason other than Cause; (ii) a material relocation of your principal office location (for this purpose, a relocation more than 50 miles from the Company's Stamford, Connecticut headquarters area will be automatically deemed material) or (iii) a material decrease in your responsibilities or authority for any reason other than Cause (and prior to your terminating your employment you provide the Company with notice of the decrease or relocation within 90 days of the occurrence of such condition, the Company does not remedy the condition within 30 days of such notice, and you Separate from Service within two years of the initial occurrence of one or more such conditions), you shall be entitled to a lump sum payment equal to one year's base salary and 100% of your bonus target prorated for the plan year (based on the then current level of salary and bonus target or, if greater, that in effect immediately prior to the Change in Control) and all restrictions on restricted shares held by you shall immediately lapse and such restricted shares shall become fully-vested and non-forfeitable. The lump sum payment will be made on the Expiration Date, as defined below.

Under the circumstances set forth in the immediately preceding paragraph, you shall also be entitled to continuation of medical benefits (pursuant to the same Company plans that are in effect for active employees of the Company) with coverage retroactive to the date of your termination of employment, and then continuing for one year following your termination of employment. To the extent that such medical plan coverage is provided under a self-insured plan maintained by the Company (within the meaning of Section 105(h) of the Internal Revenue Code), (i) the charge to you for each month of coverage will equal the monthly COBRA charge established by the Company for such coverage in which you or your spouse (as applicable) is enrolled from time to time, based on the coverage generally provided to salaried employees (less the amount of any administrative charge typically assessed by the Company as part of its COBRA charge), and you will be required to pay such monthly charge in accordance with the Company's standard COBRA premium payment requirements, and (ii) upon the Expiration Date, the Company will pay you a lump sum in cash equal, in the aggregate, to the monthly COBRA charge established by the Company on the payment date for family coverage (but if at the date of your termination of employment you are enrolled for less coverage (i.e., single or employee plus one), then such coverage) with respect to the highest value health coverage provided to salaried employees under such self-insured plan for each month of coverage in the one year period. To the extent that such medical plan coverage is provided under a fully-insured medical reimbursement plan (within the meaning of Section 105(h) of the Code), there will be no charge to you for such coverage.

A "Change in Control" shall be deemed to have occurred:

(A) When any "person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and as used in Section 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) of the Exchange Act (but excluding the Company and any subsidiary and any employee benefit plan sponsored or maintained by the Company or any subsidiary (including any trustee of such plan acting as trustee)), directly or indirectly, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities; or

(B) Upon the consummation of any merger or other business combination involving the Company, a sale of substantially all of the Company's assets, liquidation or dissolution of the Company or a combination of the foregoing transactions (the "Transactions") other than a Transaction immediately following which the shareholders of the Company immediately prior to the Transaction own, in the same proportion, at least 51% of the voting power, directly or indirectly, of (i) the surviving corporation in any such merger or other business combination; (ii) the purchaser of or successor to the Company's assets; (iii) both the surviving corporation and the purchaser in the event of any combination of Transactions; or (iv) the parent company owning 100% of such surviving corporation, purchaser or both the surviving corporation and the purchaser, as the case may be.

"Cause" shall mean your (a) willful and continued failure (other than as a result of physical or mental illness or injury) to perform your material duties in effect immediately prior to the Change in Control which continues beyond 10 days after a written demand for substantial performance is delivered to you by the Company, which demand shall identify and describe each failure with sufficient specificity to allow you to respond, (b) willful or intentional conduct that causes material and demonstrable injury, monetary or otherwise, to the Company or (c) conviction of, or a plea of nolo contendere to, a crime constituting (i) a felony under the laws of the United States or any State thereof, or (ii) a misdemeanor involving moral turpitude. For these purposes, no act or failure to act on your part shall be considered "willful" or "intentional" unless it is done, or omitted to be done by you in bad faith and without reasonable belief that your action or inaction was in the best interests of the Company. Any act or failure to act based upon authority given pursuant to a resolution duly adopted by the Board of Directors or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company.

If it is determined (as hereafter provided) that any payment or distribution by the Company to or for your benefit, whether paid or payable or distributed or distributable pursuant to the terms of this letter agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, restricted stock award, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Severance Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest and penalties, are hereafter collectively referred to as the "Excise Tax"), then the Severance Payment shall be payable either (i) in full or (ii) as to such lesser amount which would result in no portion of the Severance Payment being subject to the Excise Tax ("Capped Payment"), whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in your receipt on an after-tax basis, of the greatest amount of economic benefits to you, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code.

Subject to the provisions of immediately preceding paragraph, all determinations required to be made pursuant to this letter agreement, including whether an Excise Tax is payable by you and the amount of such Excise Tax, shall be made by the nationally recognized firm of certified public accountants (the "Accounting Firm") used by the Company prior to the Change in Control (or, if such Accounting Firm declines to serve, the Accounting Firm shall be a nationally recognized firm of certified public accountants selected by you). The Accounting Firm shall be directed by the Company or you, as applicable, to submit its preliminary determination and detailed supporting calculations to both the Company and you within 15 calendar days after the date of your termination of employment, if applicable, and any other such time or times as may be requested by the Company or you. If the Accounting Firm determines that any Excise Tax is payable by you, the Company shall either (x) make payment of the Severance Payment, or (y) reduce the Severance Payment by the amount which, based on the Accounting Firm's determination and calculations, would provide you with the Capped Payment (except that any portion of the Severance Payment that constitutes deferred compensation that is subject to Section 409A shall not be reduced, and its time and form of payment shall not be altered as a result of this process), and pay to you such reduced amount, in each case, less any Excise Taxes, federal, state, and local income and employment withholding taxes and any other amounts required to be deducted or withheld by the Company under applicable statute or regulation. If the Accounting Firm determines that no Excise Tax is payable by you, it shall, at the same time as it makes such determination, furnish you with an opinion that you have substantial authority not to report any Excise Tax on your federal, state, local income or other tax return. All fees and expenses of the Accounting Firm and opinion letter shall be paid by the Company in connection with the calculations required by this letter.

The provisions in this letter regarding lapsing of restrictions on restricted stock in certain circumstances in the event of a Change in Control will remain in effect as long as you are a member of the Senior Leadership Team ("SLT"). If at any time you are no longer a member of the SLT, such provisions will not apply.

You shall not receive any payments or benefits to which you may be entitled hereunder unless you agree to execute a release of all then existing claims against the Company, its subsidiaries, affiliates, shareholders, directors, officers, employees and agents in relation to claims relating to or arising out of your employment or the business of the Company; provided, however, that any such release shall not bar or prevent you from responding to any litigation or other proceeding initiated by a released party and asserting any claim or counterclaim you have in such litigation or other proceeding as if no such release had been given as to such party, nor shall it bar you from claiming rights that arise under, or that are preserved by, this letter agreement. To comply with this paragraph, you must sign and return the release within 45 days of the termination of your employment, and you must not revoke it during a seven-day revocation period that begins when the release is signed and returned to the Company. Then following the expiration of this revocation period, there shall occur the "Expiration Date," which is the 53rd day following the date of termination of your employment.

To the extent that a payment of Section 409A compensation under this letter agreement is based upon your having a termination of employment, "termination of employment" shall have the same meaning as "Separation from Service" under Section 409A(a)(2)(A)(i) of the Code. In addition, to avoid having such a separation from service occur after your termination of employment, you shall not have (after your termination of employment) any duties or responsibilities that are inconsistent with the termination of employment being treated as such a separation from service as of the date of such termination.

This letter agreement sets forth the entire agreement and understanding between the Company and you relating to the subject matter hereof and supersedes and replaces all prior discussions and agreements between us regarding the subject matter hereof, including, without limitation, the memorandum, dated September 7, 2007, addressed to you from Maggie Wilderotter entitled "Terms of Restricted Stock Award" and the terms of the Offer Letter relating to benefits payable upon a change in control. This letter agreement can only be modified by a subsequent written agreement executed by the Company and you. This letter agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws or principles.

It is the intention of the parties that the lump sum described in the third and fourth paragraphs of this letter should be exempt from Section 409A as short-term deferrals, and that the restricted stock should also be exempt from Section 409A, and this letter agreement in the normal course is to be interpreted accordingly. Nonetheless, if you are a "specified employee" within the meaning of Section 409A and any amounts or other compensation are (i) payable under this letter agreement, (ii) subject to Section 409A as deferred compensation and (iii) payable on account of your Separation from Service, then such amounts or compensation may not be paid until six months after your Separation from Service date. Finally, the parties intend at all times that no payment or entitlement pursuant to this letter agreement will give rise to any adverse tax consequences to either party pursuant to Section 409A, and this letter agreement shall be interpreted consistently with this paragraph. The term "Separation from Service" shall have the meaning given to it by Section 409A (or any successor provision) ("Section 409A") of the Internal Revenue Code of 1986, as amended (the "Code").

The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this letter agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. "Company" means the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid that assumes and agrees to perform this letter agreement by operation of law or otherwise.

Mr. Peter B. Hayes
December 24, 2008
Page 6 of 6

To acknowledge your acceptance of the terms and conditions of this letter agreement, please sign the bottom of this letter agreement and fax it to me directly at (203) 614-4627. Also, please return the originally signed offer letter to my attention.

Sincerely,

/s/ Cecilia K. McKenney

Cecilia K. McKenney
Executive Vice President, Human Resources
and Call Center Sales and Service

Agreed to and acknowledged:

/s/ Peter B. Hayes

Peter B. Hayes

December 29, 2008

Date

Frontier Communications Corporation
3 High Ridge Park
Stamford, Connecticut 06905
(203) 614-5600

December 30, 2008

Mr. Donald R. Shassian
42 Woodland Drive
Rye Brook, NY 10573

Dear Don:

Reference is made to the Offer Letter dated March 7, 2006 ("Offer Letter") between you and Frontier Communications Corporation (formerly Citizens Communications Company) (the "Company").

The terms of the Enhanced Severance Benefit referred to in the Offer Letter are hereby amended as follows:

If, within one year following a "Change in Control" (as defined below) of the Company, you have a "Separation from Service" (as defined below) either because (a) your employment is terminated by the Company without "Cause" (as defined below) or (b) you terminate your employment as a result of (i) a material decrease in your base salary, target bonus or long term incentive compensation target from those in effect immediately prior to the Change in Control for any reason other than Cause; (ii) a material relocation of your principal office location (for this purpose, a relocation more than 50 miles from the Company's Stamford, Connecticut headquarters area will be automatically deemed material) or (iii) a material decrease in your responsibilities or authority for any reason other than Cause (and prior to your terminating your employment you provide the Company with notice of the decrease or relocation within 90 days of the occurrence of such condition, the Company does not remedy the condition within 30 days of such notice, and you Separate from Service within two years of the initial occurrence of one or more such conditions), you shall be entitled to a lump sum payment equal to two years' base salary and bonus target (based on the then current level of salary and bonus target or, if greater, that in effect immediately prior to the Change in Control) and all restrictions on restricted shares held by you shall immediately lapse and such restricted shares shall become fully-vested and non-forfeitable. The lump sum payment will be made on the Expiration Date, as defined below.

A "Change in Control" shall be deemed to have occurred:

(A) When any "person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and as used in Section 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) of the Exchange Act (but excluding the Company and any subsidiary and any employee benefit plan sponsored or maintained by the Company or any subsidiary (including any trustee of such plan acting as trustee)), directly or indirectly, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities; or

(B) Upon the consummation of any merger or other business combination involving the Company, a sale of substantially all of the Company's assets, liquidation or dissolution of the Company or a combination of the foregoing transactions (the "Transactions") other than a Transaction immediately following which the shareholders of the Company immediately prior to the Transaction own, in the same proportion, at least 51% of the voting power, directly or indirectly, of (i) the surviving corporation in any such merger or other business combination; (ii) the purchaser of or successor to the Company's assets; (iii) both the surviving corporation and the purchaser in the event of any combination of Transactions; or (iv) the parent company owning 100% of such surviving corporation, purchaser or both the surviving corporation and the purchaser, as the case may be.

"Cause" shall mean your (a) willful and continued failure (other than as a result of physical or mental illness or injury) to perform your material duties in effect immediately prior to the Change in Control which continues beyond 10 days after a written demand for substantial performance is delivered to you by the Company, which demand shall identify and describe each failure with sufficient specificity to allow you to respond, (b) willful or intentional conduct that causes material and demonstrable injury, monetary or otherwise, to the Company or (c) conviction of, or a plea of nolo contendere to, a crime constituting (i) a felony under the laws of the United States or any State thereof, or (ii) a misdemeanor involving moral turpitude. For these purposes, no act or failure to act on your part shall be considered "willful" or "intentional" unless it is done, or omitted to be done by you in bad faith and without reasonable belief that your action or inaction was in the best interests of the Company. Any act or failure to act based upon authority given pursuant to a resolution duly adopted by the Board of Directors or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company.

If it is determined (as hereafter provided) that any payment or distribution by the Company to or for your benefit, whether paid or payable or distributed or distributable pursuant to the terms of this letter agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, restricted stock award, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Severance Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest and penalties, are hereafter collectively referred to as the "Excise Tax"), then the Severance Payment shall be payable either (i) in full or (ii) as to such lesser amount which would result in no portion of the Severance Payment being subject to the Excise Tax ("Capped Payment"), whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in your receipt on an after-tax basis, of the greatest amount of economic benefits to you, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code.

Subject to the provisions of immediately preceding paragraph, all determinations required to be made pursuant to this letter agreement, including whether an Excise Tax is payable by you and the amount of such Excise Tax, shall be made by the nationally recognized firm of certified public accountants (the "Accounting Firm") used by the Company prior to the Change in Control (or, if such Accounting Firm declines to serve, the Accounting Firm shall be a nationally recognized firm of certified public accountants selected by you). The Accounting Firm shall be directed by the Company or you, as applicable, to submit its preliminary determination and detailed supporting calculations to both the Company and you within 15 calendar days after the date of your termination of employment, if applicable, and any other such time or times as may be requested by the Company or you. If the Accounting Firm determines that any Excise Tax is payable by you, the Company shall either (x) make payment of the Severance Payment, or (y) reduce the Severance Payment by the amount which, based on the Accounting Firm's determination and calculations, would provide you with the Capped Payment (except that any portion of the Severance Payment that constitutes deferred compensation that is subject to Section 409A shall not be reduced, and its time and form of payment shall not be altered as a result of this process), and pay to you such reduced amount, in each case, less any Excise Taxes, federal, state, and local income and employment withholding taxes and any other amounts required to be deducted or withheld by the Company under applicable statute or regulation. If the Accounting Firm determines that no Excise Tax is payable by you, it shall, at the same time as it makes such determination, furnish you with an opinion that you have substantial authority not to report any Excise Tax on your federal, state, local income or other tax return. All fees and expenses of the Accounting Firm and opinion letter shall be paid by the Company in connection with the calculations required by this letter.

The provisions in this letter regarding lapsing of restrictions on restricted stock in certain circumstances in the event of a Change in Control will remain in effect as long as you are a member of the Senior Leadership Team ("SLT"). If at any time you are no longer a member of the SLT, such provisions will not apply.

You shall not receive any payments or benefits to which you may be entitled hereunder unless you agree to execute a release of all then existing claims against the Company, its subsidiaries, affiliates, shareholders, directors, officers, employees and agents in relation to claims relating to or arising out of your employment or the business of the Company; provided, however, that any such release shall not bar or prevent you from responding to any litigation or other proceeding initiated by a released party and asserting any claim or counterclaim you have in such litigation or other proceeding as if no such release had been given as to such party, nor shall it bar you from claiming rights that arise under, or that are preserved by, this letter agreement. To comply with this paragraph, you must sign and return the release within 45 days of the termination of your employment, and you must not revoke it during a seven-day revocation period that begins when the release is signed and returned to the Company. Then following the expiration of this revocation period, there shall occur the "Expiration Date," which is the 53rd day following the date of termination of your employment.

To the extent that a payment of Section 409A compensation under this letter agreement is based upon your having a termination of employment, "termination of employment" shall have the same meaning as "Separation from Service" under Section 409A(a)(2)(A)(i) of the Code. In addition, to avoid having such a separation from service occur after your termination of employment, you shall not have (after your termination of employment) any duties or responsibilities that are inconsistent with the termination of employment being treated as such a separation from service as of the date of such termination.

This letter agreement sets forth the entire agreement and understanding between the Company and you relating to the subject matter hereof and supersedes and replaces all prior discussions and agreements between us regarding the subject matter hereof, including, without limitation, the memorandum, dated September 7, 2007, addressed to you from Maggie Wilderotter entitled "Terms of Restricted Stock Award" and the terms of the Offer Letter relating to the Enhanced Severance Benefit. This letter agreement can only be modified by a subsequent written agreement executed by the Company and you. This letter agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws or principles.

It is the intention of the parties that the lump sum described in the third paragraph of this letter should be exempt from Section 409A as a short-term deferral, and that the restricted stock should also be exempt from Section 409A, and this letter agreement in the normal course is to be interpreted accordingly. Nonetheless, if you are a "specified employee" within the meaning of Section 409A and any amounts or other compensation are (i) payable under this letter agreement, (ii) subject to Section 409A as deferred compensation and (iii) payable on account of your Separation from Service, then such amounts or compensation may not be paid until six months after your Separation from Service date. Finally, the parties intend at all times that no payment or entitlement pursuant to this letter agreement will give rise to any adverse tax consequences to either party pursuant to Section 409A, and this letter agreement shall be interpreted consistently with this paragraph. The term "Separation from Service" shall have the meaning given to it by Section 409A (or any successor provision) ("Section 409A") of the Internal Revenue Code of 1986, as amended (the "Code").

Mr. Donald R. Shassian
December 30, 2008
Page 5 of 6

The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this letter agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. "Company" means the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid that assumes and agrees to perform this letter agreement by operation of law or otherwise.

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Mr. Donald R. Shassian
December 30, 2008
Page 6 of 6

To acknowledge your acceptance of the terms and conditions of this letter agreement, please sign the bottom of this letter agreement and fax it to me directly at (203) 614-4627. Also, please return the originally signed offer letter to my attention.

Sincerely,

/s/ Hilary E. Glassman

Hilary E. Glassman
Senior Vice President, General Counsel
and Secretary

Agreed to and acknowledged:

/s/ Donald R. Shassian

Donald R. Shassian

December 30, 2008

Date

Frontier Communications Corporation
3 High Ridge Park
Stamford, Connecticut 06905
(203) 614-5600

December 24, 2008

Ms. Cecilia K. McKenney
24 Stone Paddock Place
Bedford, NY 10506

Dear Cecilia:

Reference is made to the Offer Letter dated January 13, 2006 ("Offer Letter") between you and Frontier Communications Corporation (formerly Citizens Communications Company) (the "Company").

The terms of the Enhanced Severance Benefit referred to in the Offer Letter are hereby amended as follows:

If, within one year following a "Change in Control" (as defined below) of the Company, you have a "Separation from Service" (as defined below) either because (a) your employment is terminated by the Company without "Cause" (as defined below) or (b) you terminate your employment as a result of (i) a material decrease in your base salary, target bonus or long term incentive compensation target from those in effect immediately prior to the Change in Control for any reason other than Cause; (ii) a material relocation of your principal office location (for this purpose, a relocation more than 50 miles from the Company's Stamford, Connecticut headquarters area will be automatically deemed material) or (iii) a material decrease in your responsibilities or authority for any reason other than Cause (and prior to your terminating your employment you provide the Company with notice of the decrease or relocation within 90 days of the occurrence of such condition, the Company does not remedy the condition within 30 days of such notice, and you Separate from Service within two years of the initial occurrence of one or more such conditions), you shall be entitled to a lump sum payment equal to one year's base salary and bonus target (based on the then current level of salary and bonus target or, if greater, that in effect immediately prior to the Change in Control) and all restrictions on restricted shares held by you shall immediately lapse and such restricted shares shall become fully-vested and non-forfeitable. The lump sum payment will be made on the Expiration Date, as defined below.

A "Change in Control" shall be deemed to have occurred:

(A) When any "person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and as used in Section 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) of the Exchange Act (but excluding the Company and any subsidiary and any employee benefit plan sponsored or maintained by the Company or any subsidiary (including any trustee of such plan acting as trustee)), directly or indirectly, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities; or

(B) Upon the consummation of any merger or other business combination involving the Company, a sale of substantially all of the Company's assets, liquidation or dissolution of the Company or a combination of the foregoing transactions (the "Transactions") other than a Transaction immediately following which the shareholders of the Company immediately prior to the Transaction own, in the same proportion, at least 51% of the voting power, directly or indirectly, of (i) the surviving corporation in any such merger or other business combination; (ii) the purchaser of or successor to the Company's assets; (iii) both the surviving corporation and the purchaser in the event of any combination of Transactions; or (iv) the parent company owning 100% of such surviving corporation, purchaser or both the surviving corporation and the purchaser, as the case may be.

"Cause" shall mean your (a) willful and continued failure (other than as a result of physical or mental illness or injury) to perform your material duties in effect immediately prior to the Change in Control which continues beyond 10 days after a written demand for substantial performance is delivered to you by the Company, which demand shall identify and describe each failure with sufficient specificity to allow you to respond, (b) willful or intentional conduct that causes material and demonstrable injury, monetary or otherwise, to the Company or (c) conviction of, or a plea of nolo contendere to, a crime constituting (i) a felony under the laws of the United States or any State thereof, or (ii) a misdemeanor involving moral turpitude. For these purposes, no act or failure to act on your part shall be considered "willful" or "intentional" unless it is done, or omitted to be done by you in bad faith and without reasonable belief that your action or inaction was in the best interests of the Company. Any act or failure to act based upon authority given pursuant to a resolution duly adopted by the Board of Directors or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company.

If it is determined (as hereafter provided) that any payment or distribution by the Company to or for your benefit, whether paid or payable or distributed or distributable pursuant to the terms of this letter agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, restricted stock award, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Severance Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest and penalties, are hereafter collectively referred to as the "Excise Tax"), then the Severance Payment shall be payable either (i) in full or (ii) as to such lesser amount which would result in no portion of the Severance Payment being subject to the Excise Tax ("Capped Payment"), whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in your receipt on an after-tax basis, of the greatest amount of economic benefits to you, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code.

Subject to the provisions of immediately preceding paragraph, all determinations required to be made pursuant to this letter agreement, including whether an Excise Tax is payable by you and the amount of such Excise Tax, shall be made by the nationally recognized firm of certified public accountants (the "Accounting Firm") used by the Company prior to the Change in Control (or, if such Accounting Firm declines to serve, the Accounting Firm shall be a nationally recognized firm of certified public accountants selected by you). The Accounting Firm shall be directed by the Company or you, as applicable, to submit its preliminary determination and detailed supporting calculations to both the Company and you within 15 calendar days after the date of your termination of employment, if applicable, and any other such time or times as may be requested by the Company or you. If the Accounting Firm determines that any Excise Tax is payable by you, the Company shall either (x) make payment of the Severance Payment, or (y) reduce the Severance Payment by the amount which, based on the Accounting Firm's determination and calculations, would provide you with the Capped Payment (except that any portion of the Severance Payment that constitutes deferred compensation that is subject to Section 409A shall not be reduced, and its time and form of payment shall not be altered as a result of this process), and pay to you such reduced amount, in each case, less any Excise Taxes, federal, state, and local income and employment withholding taxes and any other amounts required to be deducted or withheld by the Company under applicable statute or regulation. If the Accounting Firm determines that no Excise Tax is payable by you, it shall, at the same time as it makes such determination, furnish you with an opinion that you have substantial authority not to report any Excise Tax on your federal, state, local income or other tax return. All fees and expenses of the Accounting Firm and opinion letter shall be paid by the Company in connection with the calculations required by this letter.

The provisions in this letter regarding lapsing of restrictions on restricted stock in certain circumstances in the event of a Change in Control will remain in effect as long as you are a member of the Senior Leadership Team ("SLT"). If at any time you are no longer a member of the SLT, such provisions will not apply.

You shall not receive any payments or benefits to which you may be entitled hereunder unless you agree to execute a release of all then existing claims against the Company, its subsidiaries, affiliates, shareholders, directors, officers, employees and agents in relation to claims relating to or arising out of your employment or the business of the Company; provided, however, that any such release shall not bar or prevent you from responding to any litigation or other proceeding initiated by a released party and asserting any claim or counterclaim you have in such litigation or other proceeding as if no such release had been given as to such party, nor shall it bar you from claiming rights that arise under, or that are preserved by, this letter agreement. To comply with this paragraph, you must sign and return the release within 45 days of the termination of your employment, and you must not revoke it during a seven-day revocation period that begins when the release is signed and returned to the Company. Then following the expiration of this revocation period, there shall occur the "Expiration Date," which is the 53rd day following the date of termination of your employment.

To the extent that a payment of Section 409A compensation under this letter agreement is based upon your having a termination of employment, "termination of employment" shall have the same meaning as "Separation from Service" under Section 409A(a)(2)(A)(i) of the Code. In addition, to avoid having such a separation from service occur after your termination of employment, you shall not have (after your termination of employment) any duties or responsibilities that are inconsistent with the termination of employment being treated as such a separation from service as of the date of such termination.

This letter agreement sets forth the entire agreement and understanding between the Company and you relating to the subject matter hereof and supersedes and replaces all prior discussions and agreements between us regarding the subject matter hereof, including, without limitation, the memorandum, dated September 7, 2007, addressed to you from Maggie Wilderotter entitled "Terms of Restricted Stock Award" and the terms of the Offer Letter relating to the Enhanced Severance Benefit. This letter agreement can only be modified by a subsequent written agreement executed by the Company and you. This letter agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws or principles.

It is the intention of the parties that the lump sum described in the third paragraph of this letter should be exempt from Section 409A as a short-term deferral, and that the restricted stock should also be exempt from Section 409A, and this letter agreement in the normal course is to be interpreted accordingly. Nonetheless, if you are a "specified employee" within the meaning of Section 409A and any amounts or other compensation are (i) payable under this letter agreement, (ii) subject to Section 409A as deferred compensation and (iii) payable on account of your Separation from Service, then such amounts or compensation may not be paid until six months after your Separation from Service date. Finally, the parties intend at all times that no payment or entitlement pursuant to this letter agreement will give rise to any adverse tax consequences to either party pursuant to Section 409A, and this letter agreement shall be interpreted consistently with this paragraph. The term "Separation from Service" shall have the meaning given to it by Section 409A (or any successor provision) ("Section 409A") of the Internal Revenue Code of 1986, as amended (the "Code").

Ms. Cecilia K. McKenney
December 24, 2008
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The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this letter agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. "Company" means the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid that assumes and agrees to perform this letter agreement by operation of law or otherwise.

To acknowledge your acceptance of the terms and conditions of this letter agreement, please sign the bottom of this letter agreement and fax it to me directly at (203) 614-4627. Also, please return the originally signed offer letter to my attention.

Sincerely,

/s/ Hilary E. Glassman

Hilary E. Glassman
Senior Vice President, General Counsel
and Secretary

Agreed to and acknowledged:

/s/ Cecilia K. McKenney

Cecilia K. McKenney

December 29, 2008

Date

Citizens Communications Company
3 High Ridge Park
Stamford, Connecticut 06905
(203) 614-5600

July 8, 2005

Ms. Hilary E. Glassman
300 East 71st Street
New York, NY 10021

Dear Hilary:

It is my pleasure to confirm our offer of employment for the position of Senior Vice President, General Counsel and Secretary for Citizens Communications Company (the "Company"). The work location for this position is in Stamford, CT. As agreed, the start date for your employment with the Company is July 18, 2005.

Your total direct annual compensation is based upon three components: an annual base salary of \$250,000, an annual incentive target of 100% of base salary (currently, \$250,000, payable in cash) and long-term incentive compensation in the form of an annual award of 10,000 restricted shares at target (to be granted annually based on performance, which shares shall vest in equal installments over a four-year period). The annual base salary is paid on a semi-monthly basis. The annual cash incentive compensation is earned based upon achieving the goals of the Citizens Incentive Plan and is paid on an annual basis, generally towards the end of the first quarter following the completion of the operating year. Your annual cash incentive compensation for 2005 is a guaranteed cash payment of \$275,000 of which \$25,000 will be paid up-front in the form of a one-time cash sign-on bonus payable within 30 days of your hire date. The guaranteed bonus is for 2005 only and all subsequent years bonuses will be earned based upon achieving the goals of the Plan.

If (i) you are terminated without "cause", (ii) resign for "good reason", or (iii) Citizens Communications has a "change in control" and thereafter your responsibility, title, base pay or cash target incentive (as a percent of your base pay), or annual restricted stock award is decreased, or your work location is moved more than 25 miles from Stamford, CT, you will be entitled to receive (and will be paid no later than seven business days after the occurrence of the relevant event) one-year of your then current base pay in cash, 100% of your then current target cash incentive compensation pro-rated for the Plan year and one year of continued medical, dental, life and other health benefits and all of your restricted shares will immediately vest and become non-forfeitable. For purposes of this paragraph, in no event shall each of your annual base salary or target cash incentive compensation be less than \$250,000. In the event of the occurrence of any of the events described in clauses (i) through (iii) above in this paragraph, you will also be entitled to the amount of the guaranteed cash incentive compensation referred to above, if not previously paid. The terms "cause", "good reason" and "change in control" shall have the meanings set forth on Exhibit A hereto.

While employed with the Company and thereafter, with respect to the period during which you were employed by the Company, you shall be indemnified by the Company to the fullest extent permitted by its charter, by-laws or the terms of any insurance or other indemnity policy applicable to other officers of the Company (including any rights to advance or reimbursement of legal fees thereunder). The Company shall provide that your right to indemnification hereunder by the Company or any insurance or indemnity policy shall at no time be less than the right of any officer of the Company, in the same or similar circumstances.

This offer is contingent upon the Company's receipt of acceptable results of a background check and reference checks including, criminal record check, credit check, drug test and verification of education and employment.

Enclosed is a New Hire Kit including an Employment Application which you need to complete and fax back to me at (203) 634-4640. Also included in the New Hire Kit will be Citizens Employee Handbook, Code of Conduct, Electronic Communications Policy and benefit plan information. Please be advised that your health and welfare benefits begin on your 30th day of employment and as a Citizens Communications employee, you will be eligible to participate in a full range of benefits. Please bring all of the original paperwork with you on your first day of work.

Federal law requires that you provide documentation confirming your eligibility to work in the United States. You will receive a list of documents that you may use to establish your identity and employment eligibility in your New Hire Kit. Please bring the appropriate documents with you when you report to work on your first day.

This offer is not an express or implied promise or guarantee of employment for a specified period of time. Subject to the other terms of this letter, your employment by the Company is at will and is subject to the conditions set forth in the Code of Conduct as well as Company policies and applicable Federal, State and local laws.

Hilary, we are very excited about the opportunity to work with you. On behalf of Citizens Communications, I welcome you to our team and eagerly anticipate the benefits of your leadership. Please do not hesitate to call me with any questions regarding this offer.

To acknowledge your acceptance of this offer, please email me directly a confirmation of your acceptance of this offer. In addition, please sign the bottom of this offer letter and return the original to me directly on your first day of employment.

Sincerely,

/s/ Jeanne DiSturco

Jeanne DiSturco
Senior Vice President, Human Resources

cc: Maggie Wilderotter

By signing below, I hereby accept the Citizens Communications Company's contingent offer of employment. I understand that I will not have a contract of employment with Citizens for a specified period of time. I further agree to abide by the employment policies and procedures established by Citizens.

/s/ Hilary E. Glassman

7/6/05

Hilary E. Glassman

Date

EXHIBIT A

"Cause" shall mean your willful and continued failure (other than as a result of physical or mental illness or injury) to perform your material duties to the Company or its subsidiaries (as described in the letter to which this exhibit is attached) which continues beyond 10 days after a written demand for substantial performance is delivered to you by the Company (the "Cure Period"), which demand shall identify and describe each failure with sufficient specificity to allow you to respond, (B) willful or intentional conduct that causes material and demonstrable injury, monetary or otherwise, to the Company; (C) conviction of, or a plea of nolo contendere to, a crime constituting (x) a felony under the laws of the United States or any state thereof or (y) a misdemeanor involving moral turpitude. For purposes of this definition, no act, or failure to act, on your part shall be considered "willful" or "intentional" unless it is done, or omitted to be done, by you in bad faith and without reasonable belief that your action or inaction was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company.

"Good Reason" shall mean (A) the failure of the Company to pay or cause to be paid your base salary or annual cash incentive compensation, or grant the restricted shares when due hereunder, (B) any substantial and continuing diminution in your position, authority or responsibilities from those described in this letter to which this exhibit is attached, (C) any relocation of your principal office location more than 25 miles outside of the Stamford, Connecticut metropolitan area or (D) any other material breach by the Company of the terms of this letter; provided that any of the events described in clauses (A), (B), (C) or (D) of this definition shall constitute good reason only if the Company fails to cure such event within 10 days after receipt from you of written notice of the event which constitutes good reason (with sufficient specificity from you for the Company to respond to such claim).

"Change in Control" shall be deemed to have occurred: (A) when any "person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and as used in Section 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) of the Exchange Act (but excluding the Company and any subsidiary and any employee benefit plan sponsored or maintained by the Company or any subsidiary (including any trustee of such plan acting as trustee)), directly or indirectly, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities; or

(B) Upon the consummation of any merger or other business combination involving the Company, a sale of substantially all of the Company's assets, liquidation or dissolution of the Company or a combination of the foregoing transactions (the "Transactions") other than a Transaction immediately following which the shareholders of the Company immediately prior to the Transaction own, in the same proportion, at least 51% of the voting power, directly or indirectly, of (i) the surviving corporation in any such merger or other business combination; (ii) the purchaser of or successor to the Company's assets; (iii) both the surviving corporation and the purchaser in the event of any combination of Transactions; or (iv) the parent company owning 100% of such surviving corporation, purchaser or both the surviving corporation and the purchaser, as the case may be.

Frontier Communications Corporation
3 High Ridge Park
Stamford, Connecticut 06905
(203) 614-5600

December 29, 2008

Ms. Hilary E. Glassman
300 East 71st Street
New York, NY 10021

Dear Hilary:

Reference is made to the Offer Letter dated July 8, 2005 ("Offer Letter") between you and Frontier Communications Corporation (formerly Citizens Communications Company) (the "Company").

This letter agreement sets forth the entire agreement and understanding between the Company and you relating to the matters set forth in (i) the third paragraph of the Offer Letter, (ii) Exhibit A to the Offer Letter and (iii) the memorandum, dated September 7, 2007, addressed to you from Maggie Wilderotter entitled "Terms of Restricted Stock Award" and in each case supersedes and replaces all prior discussions and agreements between us regarding the subject matters thereof.

If, (a) you are terminated without "Cause" (as defined below), (b) resign for "Good Reason" (as defined below) or (c) within one year following a "Change in Control" (as defined below) of the Company, you have a "Separation from Service" (as defined below) either because (i) your employment is terminated by the Company without Cause or (ii) you terminate your employment as a result of (A) a material decrease in your base salary, target bonus or long term incentive compensation target from those in effect immediately prior to the Change in Control for any reason other than Cause; (B) a material relocation of your principal office location (for this purpose, a relocation more than 50 miles from the Company's Stamford, Connecticut headquarters area will be automatically deemed material) or (C) a material decrease in your responsibilities or authority for any reason other than Cause (and prior to your terminating your employment you provide the Company with notice of the decrease or relocation within 90 days of the occurrence of such condition, the Company does not remedy the condition within 30 days of such notice, and you Separate from Service within two years of the initial occurrence of one or more such conditions), you shall be entitled to a lump sum payment equal to one year's base salary and 100% of your bonus target prorated for the plan year (based on the then current level of salary and bonus target or, if greater, that in effect immediately prior to the Change in Control (provided, however, that for purposes of this paragraph, in no event shall each of your base salary or target cash incentive be less than \$250,000) and all restrictions on restricted shares held by you shall immediately lapse and such restricted shares shall become fully-vested and non-forfeitable. The lump sum payment will be made on the Expiration Date, as defined below. The term "Separation from Service" shall have the meaning given to it by Section 409A (or any successor provision) ("Section 409A") of the Internal Revenue Code of 1986, as amended (the "Code").

Under the circumstances set forth in the immediately preceding paragraph, you shall also be entitled to continuation of medical, dental, life insurance and other health benefits (pursuant to the same Company plans that are in effect for active employees of the Company) with coverage retroactive to the date of your termination of employment, and then continuing for one year following your termination of employment. To the extent that such medical, dental and other health benefits plan coverage is provided under a self-insured plan maintained by the Company (within the meaning of Section 105(h) of the Internal Revenue Code), (i) the charge to you for each month of coverage will equal the monthly COBRA charge established by the Company for such coverage in which you or your spouse (as applicable) is enrolled from time to time, based on the coverage generally provided to salaried employees (less the amount of any administrative charge typically assessed by the Company as part of its COBRA charge), and you will be required to pay such monthly charge in accordance with the Company's standard COBRA premium payment requirements, and (ii) upon the Expiration Date, the Company will pay you a lump sum in cash equal, in the aggregate, to the monthly COBRA charge established by the Company on the payment date for family coverage (but if at the date of your termination of employment you are enrolled for less coverage (i.e., single or employee plus one), then such coverage) with respect to the highest value health coverage provided to salaried employees under such self-insured plan for each month of coverage in the one year period. To the extent that such medical, dental and other health plan coverage is provided under a fully-insured medical reimbursement plan (within the meaning of Section 105(h) of the Code), there will be no charge to you for such coverage. There will be no charge to you for life insurance coverage.

A "Change in Control" shall be deemed to have occurred:

(A) When any "person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and as used in Section 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) of the Exchange Act (but excluding the Company and any subsidiary and any employee benefit plan sponsored or maintained by the Company or any subsidiary (including any trustee of such plan acting as trustee)), directly or indirectly, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities; or

(B) Upon the consummation of any merger or other business combination involving the Company, a sale of substantially all of the Company's assets, liquidation or dissolution of the Company or a combination of the foregoing transactions (the "Transactions") other than a Transaction immediately following which the shareholders of the Company immediately prior to the Transaction own, in the same proportion, at least 51% of the voting power, directly or indirectly, of (i) the surviving corporation in any such merger or other business combination; (ii) the purchaser of or successor to the Company's assets; (iii) both the surviving corporation and the purchaser in the event of any combination of Transactions; or (iv) the parent company owning 100% of such surviving corporation, purchaser or both the surviving corporation and the purchaser, as the case may be.

"Cause" shall mean your (a) willful and continued failure (other than as a result of physical or mental illness or injury) to perform your material duties in effect immediately prior to the Change in Control which continues beyond 10 days after a written demand for substantial performance is delivered to you by the Company, which demand shall identify and describe each failure with sufficient specificity to allow you to respond, (b) willful or intentional conduct that causes material and demonstrable injury, monetary or otherwise, to the Company or (c) conviction of, or a plea of nolo contendere to, a crime constituting (i) a felony under the laws of the United States or any State thereof, or (ii) a misdemeanor involving moral turpitude. For these purposes, no act or failure to act on your part shall be considered "willful" or "intentional" unless it is done, or omitted to be done by you in bad faith and without reasonable belief that your action or inaction was in the best interests of the Company. Any act or failure to act based upon authority given pursuant to a resolution duly adopted by the Board of Directors or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company.

"Good Reason" shall mean (a) the material failure of the Company to pay or cause to be paid your base salary or annual bonus, (b) a material decrease in your responsibilities or authority for any reason other than Cause, (c) a material relocation of your principal office location (for this purpose, a relocation more than 50 miles from the Company's Stamford, Connecticut headquarters area will be automatically deemed material) or (d) any other material breach of a material provision of this letter agreement or terms of the Offer Letter that are not superseded hereby; provided that any of the events described in clauses (a), (b), (c) or (d) of this paragraph shall constitute Good Reason only if (x) the Company fails to cure such event within 30 days after receipt from you of written notice of the existence of the event or circumstances constituting Good Reason specified in any of the preceding clauses, which notice must be provided to the Company within 90 days after you learn of the initial existence of such event or circumstances with sufficient specificity from you for the Company to respond to such claim, and (y) you Separate from Service with the Company within two years after the initial existence of one or more such events or circumstances.

If it is determined (as hereafter provided) that any payment or distribution by the Company to or for your benefit, whether paid or payable or distributed or distributable pursuant to the terms of this letter agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, restricted stock award, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Severance Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest and penalties, are hereafter collectively referred to as the "Excise Tax"), then the Severance Payment shall be payable either (i) in full or (ii) as to such lesser amount which would result in no portion of the Severance Payment being subject to the Excise Tax ("Capped Payment"), whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in your receipt on an after-tax basis, of the greatest amount of economic benefits to you, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code.

Subject to the provisions of immediately preceding paragraph, all determinations required to be made pursuant to this letter agreement, including whether an Excise Tax is payable by you and the amount of such Excise Tax, shall be made by the nationally recognized firm of certified public accountants (the "Accounting Firm") used by the Company prior to the Change in Control (or, if such Accounting Firm declines to serve, the Accounting Firm shall be a nationally recognized firm of certified public accountants selected by you). The Accounting Firm shall be directed by the Company or you, as applicable, to submit its preliminary determination and detailed supporting calculations to both the Company and you within 15 calendar days after the date of your termination of employment, if applicable, and any other such time or times as may be requested by the Company or you. If the Accounting Firm determines that any Excise Tax is payable by you, the Company shall either (x) make payment of the Severance Payment, or (y) reduce the Severance Payment by the amount which, based on the Accounting Firm's determination and calculations, would provide you with the Capped Payment (except that any portion of the Severance Payment that constitutes deferred compensation that is subject to Section 409A shall not be reduced, and its time and form of payment shall not be altered as a result of this process), and pay to you such reduced amount, in each case, less any Excise Taxes, federal, state, and local income and employment withholding taxes and any other amounts required to be deducted or withheld by the Company under applicable statute or regulation. If the Accounting Firm determines that no Excise Tax is payable by you, it shall, at the same time as it makes such determination, furnish you with an opinion that you have substantial authority not to report any Excise Tax on your federal, state, local income or other tax return. All fees and expenses of the Accounting Firm and opinion letter shall be paid by the Company in connection with the calculations required by this letter.

You shall not receive any payments or benefits to which you may be entitled hereunder unless you agree to execute a release of all then existing claims against the Company, its subsidiaries, affiliates, shareholders, directors, officers, employees and agents in relation to claims relating to or arising out of your employment or the business of the Company; provided, however, that any such release shall not bar or prevent you from responding to any litigation or other proceeding initiated by a released party and asserting any claim or counterclaim you have in such litigation or other proceeding as if no such release had been given as to such party, nor shall it bar you from claiming rights that arise under, or that are preserved by, this letter agreement. To comply with this paragraph, you must sign and return the release within 45 days of the termination of your employment, and you must not revoke it during a seven-day revocation period that begins when the release is signed and returned to the Company. Then following the expiration of this revocation period, there shall occur the "Expiration Date," which is the 53rd day following the date of termination of your employment.

To the extent that a payment of Section 409A compensation under this letter agreement is based upon your having a termination of employment, "termination of employment" shall have the same meaning as "Separation from Service" under Section 409A(a)(2)(A)(i) of the Code. In addition, to avoid having such a separation from service occur after your termination of employment, you shall not have (after your termination of employment) any duties or responsibilities that are inconsistent with the termination of employment being treated as such a separation from service as of the date of such termination.

This letter agreement can only be modified by a subsequent written agreement executed by the Company and you. This letter agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws or principles.

It is the intention of the parties that the lump sums described in the third and fourth paragraphs of this letter should be exempt from Section 409A as short-term deferrals, and that the restricted stock should also be exempt from Section 409A, and this letter agreement in the normal course is to be interpreted accordingly. Nonetheless, if you are a "specified employee" within the meaning of Section 409A and any amounts or other compensation are (i) payable under this letter agreement, (ii) subject to Section 409A as deferred compensation and (iii) payable on account of your Separation from Service, then such amounts or compensation may not be paid until six months after your Separation from Service date. Finally, the parties intend at all times that no payment or entitlement pursuant to this letter agreement will give rise to any adverse tax consequences to either party pursuant to Section 409A, and this letter agreement shall be interpreted consistently with this paragraph.

The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this letter agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. "Company" means the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid that assumes and agrees to perform this letter agreement by operation of law or otherwise.

Ms. Hilary E. Glassman
December 29, 2008
Page 7 of 7

To acknowledge your acceptance of the terms and conditions of this letter agreement, please sign the bottom of this letter agreement and fax it to me directly at (203) 614-4627. Also, please return the originally signed offer letter to my attention.

Sincerely,

/s/ Cecilia K. McKenney

Cecilia K. McKenney
Executive Vice President, Human Resources
and Call Center Sales and Service

Agreed to and acknowledged:

/s/ Hilary E. Glassman

Hilary E. Glassman

December 29, 2008

Date

FORM OF RESTRICTED STOCK AGREEMENT
(Mary Agnes Wilderotter)

This Agreement is made as of _____ ("Date of Award") between Frontier Communications Corporation, a Delaware corporation (the "Company") and Mary Agnes Wilderotter (the "Grantee"). In consideration of the agreements set forth below, the Company and the Grantee agree as follows:

1. Grant: A restricted stock award ("Award") of _____ shares ("Award Shares") of the Company's common stock ("Common Stock") is hereby granted by the Company to the Grantee subject to: (i) the terms and conditions of that certain Amended Employment Agreement, dated December 29, 2008, between the Grantee and the Company (the "Employment Agreement"); (ii) the following terms and conditions; and (iii) the provisions of the Amended and Restated 2000 Equity Incentive Plan (the "Plan"), the terms of which are incorporated by reference herein. In the event of a conflict among or between the Employment Agreement and the terms and conditions stated herein, the terms most favorable to the Grantee shall control.
2. Transfer Restrictions: None of the Award Shares shall be sold, assigned, pledged or otherwise transferred, voluntarily or involuntarily, by the Grantee until such time as the restrictions on said Award Shares shall have lapsed.
3. Release of Restrictions: The restrictions set forth in Section 2 above shall lapse on one-fourth (25%) of the Award Shares on each [GRANT DATE] beginning in [YEAR FOLLOWING GRANT DATE], and ending on [FOURTH ANNIVERSARY OF GRANT DATE].
4. Forfeiture: The Award Shares shall be subject to forfeiture to the Company in accordance with the terms of the Employment Agreement.
5. Adjustment of Shares: Notwithstanding anything contained herein to the contrary, in the event of any change in the outstanding Common Stock resulting from a subdivision or consolidation of shares, whether through reorganization, recapitalization, share split, reverse share split, share distribution or combination of shares or the payment of a share dividend, the Award Shares shall be treated in the same manner in any such transaction as other Common Stock. Any Common Stock or other securities received by the Grantee with respect to the Award Shares in any such transaction shall be subject to the restrictions and conditions set forth herein to the extent such restrictions and conditions are not inconsistent with the terms of the Employment Agreement.
6. Rights as Stockholder: The Grantee shall be entitled to all of the rights of a stockholder with respect to the Award Shares including the right to vote such shares and to receive dividends and other distributions payable with respect to such shares since the Date of Award. Any stock dividends payable with respect to such shares shall bear the same restrictions as the underlying shares. Said restrictions shall lapse at the same time as restrictions lapse on the underlying shares.

7. Escrow of Share Certificates: Certificates for the Award Shares shall be issued in the Grantee's name and shall be held by the Company's transfer agent until all restrictions lapse or such shares are forfeited as provided under the terms of the Employment Agreement. A certificate or certificates representing the Award Shares as to which restrictions have lapsed shall be delivered to the Grantee, upon the Grantee's request, upon such lapse.
8. Government Regulations: Notwithstanding anything contained herein to the contrary, the Company's obligation to issue or deliver certificates evidencing the Award Shares shall be subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.
9. Withholding Taxes: Unless inconsistent with the terms of the Employment Agreement, the Company shall have the right to require the Grantee to remit to the Company, or to withhold from other amounts payable to the Grantee, as compensation or otherwise, an amount sufficient to satisfy all federal, state and local withholding tax requirements. The Company will offer Grantee the right to have withholding requirements satisfied by the Company's withholding of shares upon the timely written election of Grantee to utilize shares for withholding tax purposes.
10. Employment: Nothing in this Agreement shall confer upon Grantee any right to continue in the employ of Company, nor shall it interfere in any way with the right of the Company to terminate Grantee's employment at any time consistent with the terms of the Employment Agreement.
11. Plan: Grantee acknowledges receipt of a copy of the Plan, agrees to be bound by the terms and provisions of the Plan and agrees to acknowledge, upon request of Company, receipt of any prospectus or prospectus amendment provided to Grantee by Company.
12. Securities Laws: Grantee agrees to comply with all applicable securities laws upon sale or disposition of shares acquired hereunder.
13. Notices: Notices to Company shall be addressed to it at:

3 High Ridge Park
Stamford, CT 06905

and to Grantee at:

Company or Grantee may from time to time designate in writing different addresses for receipt of notice. Notice shall be deemed given when properly addressed and sent first class or express mail.

14. Governing Law: The terms of this Agreement shall be binding upon Company, Grantee and their respective successors and assigns. This Agreement shall be performed under and determined in accordance with the laws of the State of Connecticut.

In Witness Whereof, the Company has caused this Award to be granted on the date first above written.

FRONTIER COMMUNICATIONS CORPORATION

By: _____
Hilary Glassman
Senior Vice President, General Counsel and
Secretary

Mary Agnes Wilderotter

FORM OF RESTRICTED STOCK AGREEMENT
(For Named Executive Officers other than Mary Agnes Wilderotter)

This Agreement is made as of _____ ("Date of Award") between Frontier Communications Corporation, a Delaware corporation (the "Company") and _____ (the "Grantee"). In consideration of the agreements set forth below, the Company and the Grantee agree as follows:

1. Grant: A restricted stock award ("Award") of _____ shares ("Award Shares") of the Company's common stock ("Common Stock") is hereby granted by the Company to the Grantee subject to: (i) the terms and conditions of that certain [Memorandum from Mary Agnes Wilderotter, Chairman and Chief Executive Officer of the Company, dated September 7, 2007, addressed to the Grantee (the "Change in Control Memorandum")] [amendment, dated December __, 2008, to the Grantee's Offer Letter dated __, 200__ (the "Amended Offer Letter")]; (ii) the following terms and conditions; and (iii) the provisions of the Amended and Restated 2000 Equity Incentive Plan (the "Plan"), the terms of which are incorporated by reference herein. In the event of a conflict between the [Change in Control Memorandum] [Amended Offer Letter] and the terms and conditions stated herein, the terms of the [Change in Control Memorandum] [Amended Offer Letter] shall control.
2. Transfer Restrictions: None of the Award Shares shall be sold, assigned, pledged or otherwise transferred, voluntarily or involuntarily, by the Grantee until such time as the restrictions on said Award Shares shall have lapsed.
3. Release of Restrictions: Except as otherwise provided in the [Change in Control Memorandum] [Amended Offer Letter], the restrictions set forth in Section 2 above shall lapse on one-four (25%) of the Award Shares on each [GRANT DATE] beginning in [YEAR FOLLOWING GRANT DATE], and ending on [FOURTH ANNIVERSARY OF GRANT DATE].
4. Forfeiture: Subject to the terms of the [Change in Control Memorandum] [Amended Offer Letter], the Award Shares shall be subject to forfeiture to the Company upon the Grantee's termination of employment with the Company prior to the date the restrictions lapse as provided in Section 3 above.
5. Adjustment of Shares: Notwithstanding anything contained herein to the contrary, in the event of any change in the outstanding Common Stock resulting from a subdivision or consolidation of shares, whether through reorganization, recapitalization, share split, reverse share split, share distribution or combination of shares or the payment of a share dividend, the Award Shares shall be treated in the same manner in any such transaction as other Common Stock. Any Common Stock or other securities received by the Grantee with respect to the Award Shares in any such transaction shall be subject to the restrictions and conditions set forth herein.

6. Rights as Stockholder: The Grantee shall be entitled to all of the rights of a stockholder with respect to the Award Shares including the right to vote such shares and to receive dividends and other distributions payable with respect to such shares since the Date of Award. Any stock dividends payable with respect to such shares shall bear the same restrictions as the underlying shares. Said restrictions shall lapse at the same time as restrictions lapse on the underlying shares.
7. Escrow of Share Certificates: Certificates for the Award Shares shall be issued in the Grantee's name and shall be held by the Company's transfer agent until all restrictions lapse or such shares are forfeited as provided herein or under the terms of the [Change in Control Memorandum] [Amended Offer Letter], as applicable. A certificate or certificates representing the Award Shares as to which restrictions have lapsed shall be delivered to the Grantee, upon the Grantee's request, upon such lapse.
8. Government Regulations: Notwithstanding anything contained herein to the contrary, the Company's obligation to issue or deliver certificates evidencing the Award Shares shall be subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.
9. Withholding Taxes: The Company shall have the right to require the Grantee to remit to the Company, or to withhold from other amounts payable to the Grantee, as compensation or otherwise, an amount sufficient to satisfy all federal, state and local withholding tax requirements. The Company will offer Grantee the right to have withholding requirements satisfied by the Company's withholding of shares upon the timely written election of Grantee to utilize shares for withholding tax purposes.
10. Employment: Nothing in this Agreement shall confer upon Grantee any right to continue in the employ of Company, nor shall it interfere in any way with the right of the Company to terminate Grantee's employment at any time.
11. Plan: Grantee acknowledges receipt of a copy of the Plan, agrees to be bound by the terms and provisions of the Plan and agrees to acknowledge, upon request of Company, receipt of any prospectus or prospectus amendment provided to Grantee by Company.
12. Securities Laws: Grantee agrees to comply with all applicable securities laws upon sale or disposition of shares acquired hereunder.

13. Notices: Notices to Company shall be addressed to it at:

3 High Ridge Park
Stamford, CT 06905

and to Grantee at:

Company or Grantee may from time to time designate in writing different addresses for receipt of notice. Notice shall be deemed given when properly addressed and sent first class or express mail.

14. Governing Law: The terms of this Agreement shall be binding upon Company, Grantee and their respective successors and assigns. This Agreement shall be performed under and determined in accordance with the laws of the State of Connecticut.

In Witness Whereof, the Company has caused this Award to be granted on the date first above written.

FRONTIER COMMUNICATIONS CORPORATION

By: _____
Hilary Glassman
Senior Vice President, General Counsel and
Secretary

[GRANTEE]

FRONTIER COMMUNICATIONS CORPORATION
NON-EMPLOYEE DIRECTORS' COMPENSATION SUMMARY

SIGN-ON OPTIONS

As approved by the Compensation Committee and subject to Section 3 of the Non-Employee Directors' Equity Incentive Plan (the "Plan"), upon commencement of service on the board each non-employee director will be awarded a grant of 10,000 options to purchase the Company's common stock. These options are exercisable six months after their grant. The price of these options is the Fair Market Value (closing price) of the Company's common stock on the day of the director's election to the board. Options expire ten years after the Grant Date or, if earlier, on the first anniversary of a director's termination of service with respect to options granted after May 25, 2006.

FORMULA PLAN AWARDS

Pursuant to Section 4.1(a) of the Plan, each non-employee director will receive a grant of 3,500 stock units on the first business day of each Plan Year (as defined in the Plan).

QUARTERLY RETAINER FEE

A non-employee director may elect to receive an annual retainer of either \$40,000 cash or 5,760 stock units, in each case payable in quarterly installments as of the first business day of each calendar quarter (\$10,000 or 1,440 stock units per quarter).

QUARTERLY MEETING FEES AND STIPENDS

A non-employee director may elect to receive meeting fees and stipends, when applicable, in cash or stock units, or a combination of the two forms of compensation.

Each in-person board and committee meeting is valued at \$2,000 and each telephonic board and committee meeting is valued at \$1,000.

Each Committee Chair and the Lead Director will also receive quarterly stipends as follows:

Non-Employee Director Stipends	Qtrly	Annualized
Lead Director	\$3,750	\$15,000
Audit Committee Chair	\$6,250	\$25,000
Compensation Committee Chair	\$5,000	\$20,000
Nominating and Corporate Governance Committee Chair	\$1,875	\$7,500
Retirement Plan Committee Chair	\$1,875	\$7,500

Meeting fees and stipends are paid on the last business day of the calendar quarter in which they were earned.

VALUATION OF STOCK UNITS

Fees: The number of units to be awarded to a director who elects to defer all or part of his or her fees and/or stipends in stock units is determined as follows:

The cash value of the fees and/or stipends payable to the director are divided by 85% of the Fair Market Value (the closing price) of the Company's common stock on the last business day of the calendar quarter in which the fees or stipends were earned.

Dividends: As of the date of any payment of a stock dividend or stock split by the Company, a director's Stock Unit Account will be credited with Stock Units equal to the number of shares of Common Stock (including fractional share entitlements) which are payable by the Company with respect to the number of shares (including fractional share entitlements) equal to the number of Stock Units credited to the director's Stock Unit Account on the record date for such stock dividend or stock split. As of the date of any dividend in cash or property or other distribution payable to holders of Common Stock, the director's Stock Unit Account shall be credited with additional Stock Units equal to the number of shares of Common Stock (including fractional share entitlements) that could have been purchased at the Fair Market Value as of such payment date with the amount which would have been received as a dividend or distribution on the number of shares (including fractional share entitlements) equal to the Stock Units credited to the director's Stock Unit Account as of the record date.

ELECTION RULES AND PROCEDURES

Each director must elect by December 31 of the preceding year (or within 30 days after the individual becomes a director, in which case the election shall be effective only with respect to amounts that are earned for services performed after the date the election is delivered) whether he or she will receive his or her meeting fees, stipends, and retainer in cash or stock units, or an equal combination of the two forms of compensation. All elections made are irrevocable.

DISTRIBUTION UPON TERMINATION OF SERVICE

Upon termination of service as a director, a director's stock unit account shall be paid out in the form of cash (valuing each stock unit at the Fair Market Value (the closing price) of a share of the Company's common stock on the termination date) or Company common stock, at the election of the director (one share of common stock shall be distributed for each stock unit in the director's stock unit account). Absent a valid election, stock units shall be paid out in common stock.

Frontier Communications Corporation
 Statements of the Ratio of Earnings to Fixed Charges
 (Dollars in Thousands)
 (Unaudited)

	Years Ended December 31,				
	2008	2007	2006	2005	2004
Pre-tax income from continuing operations before dividends on convertible preferred securities, and cumulative effect of changes in accounting principle	\$ 289,156	\$ 342,668	\$ 390,487	\$ 263,212	\$ 61,311
(Income) or loss from equity investees	(4,667)	(4,655)	136	(91)	(1,267)
Pre-tax income from continuing operations before (income) or loss from equity investees	284,489	338,013	390,623	263,121	60,044
Fixed charges	373,516	391,409	343,954	346,531	386,372
Distributed income of equity investees	3,935	4,064	-	818	558
Interest capitalized	(2,796)	(2,857)	(2,081)	(2,176)	(2,278)
Preference security dividend requirements of consolidated subsidiaries	(214)	(246)	(642)	(2,008)	(8,718)
Total earnings	\$ 658,930	\$ 730,383	\$ 731,854	\$ 606,286	\$ 435,978
Ratio of earnings to fixed charges	1.76	1.87	2.13	1.75	1.13

NOTE: The above calculation was performed in accordance with Regulation S-K 229.503(d) Ratio of earnings to fixed charges.

Exhibit 21.1

Entity Name	Domestic Juris
C-DON Partnership	Pennsylvania
Citizens Capital Ventures Corp.	Delaware
Citizens Directory Services Company L.L.C.	Delaware
Citizens Louisiana Accounting Company	Delaware
Citizens Mohave Cellular Company	Delaware
Citizens NEWCOM Company	Delaware
Citizens NEWTEL, LLC	Delaware
Citizens Pennsylvania Company LLC	Delaware
Citizens SERP Administration Company	Delaware
Citizens Telecom Services Company L.L.C.	Delaware
Citizens Telecommunications Company of California Inc.	California
Citizens Telecommunications Company of Idaho	Delaware
Citizens Telecommunications Company of Illinois	Illinois
Citizens Telecommunications Company of Minnesota, LLC	Delaware
Citizens Telecommunications Company of Montana	Delaware
Citizens Telecommunications Company of Nebraska	Delaware
Citizens Telecommunications Company of Nebraska LLC	Delaware
Citizens Telecommunications Company of Nevada	Nevada
Citizens Telecommunications Company of New York, Inc.	New York
Citizens Telecommunications Company of Oregon	Delaware
Citizens Telecommunications Company of Tennessee L.L.C.	Delaware
Citizens Telecommunications Company of the Golden State	California
Citizens Telecommunications Company of the Volunteer State LLC	Delaware
Citizens Telecommunications Company of the White Mountains, Inc.	Delaware
Citizens Telecommunications Company of Tuolumne	California
Citizens Telecommunications Company of Utah	Delaware
Citizens Telecommunications Company of West Virginia	West Virginia
Citizens Utilities Capital L.P.	Delaware
Citizens Utilities Rural Company, Inc.	Delaware
Commonwealth Communication, LLC	Delaware
Commonwealth Telephone Company LLC	Pennsylvania
Commonwealth Telephone Enterprises LLC	Pennsylvania
Commonwealth Telephone Enterprises, LLC	Delaware
Commonwealth Telephone Management Services, Inc.	Pennsylvania
Conference-Call USA, LLC	Delaware
CTE Delaware Holdings, LLC	Delaware
CTE Holdings, Inc.	Pennsylvania
CTE Services, Inc.	Pennsylvania
CTE Telecom, LLC	Pennsylvania
CTSI, LLC	Pennsylvania
CU Capital LLC	Delaware
CU Wireless Company LLC	Delaware
Electric Lightwave NY, LLC	Delaware
Evans Telephone Holdings, Inc.	Delaware
Fairmount Cellular LLC	Georgia
Frontier Cable of Wisconsin LLC	Wisconsin
Frontier Communications - Midland, Inc.	Illinois

Frontier Communications - Prairie, Inc.
 Frontier Communications - Schuyler, Inc.
 Frontier Communications - St. Croix LLC
 Frontier Communications Corporation
 Frontier Communications of Alabama, LLC
 Frontier Communications of America, Inc.
 Frontier Communications of AuSable Valley, Inc.
 Frontier Communications of Breezewood, LLC
 Frontier Communications of Canton, LLC
 Frontier Communications of DePue, Inc.
 Frontier Communications of Fairmount LLC
 Frontier Communications of Georgia LLC
 Frontier Communications of Illinois, Inc.
 Frontier Communications of Indiana LLC
 Frontier Communications of Iowa, LLC
 Frontier Communications of Lakeside, Inc.
 Frontier Communications of Lakewood, LLC
 Frontier Communications of Lamar County, LLC
 Frontier Communications of Michigan, Inc.
 Frontier Communications of Minnesota, Inc.
 Frontier Communications of Mississippi LLC
 Frontier Communications of Mondovi LLC
 Frontier Communications of Mt. Pulaski, Inc.
 Frontier Communications of New York, Inc.
 Frontier Communications of Orion, Inc.
 Frontier Communications of Oswayo River LLC
 Frontier Communications of Pennsylvania, LLC
 Frontier Communications of Rochester, Inc.
 Frontier Communications of Seneca-Gorham, Inc.
 Frontier Communications of Sylvan Lake, Inc.
 Frontier Communications of the South, LLC
 Frontier Communications of Thorntown LLC
 Frontier Communications of Viroqua LLC
 Frontier Communications of Wisconsin LLC
 Frontier Directory Services Company, LLC
 Frontier InfoServices Inc.
 Frontier Security Company
 Frontier Subsidiary Telco LLC
 Frontier TechServ, Inc.
 Frontier Telephone of Rochester, Inc.
 Global Valley Networks, Inc.
 GVN Services
 Mohave Cellular Limited Partnership
 Navajo Communications Company, Inc.
 NCC Systems, Inc.
 Ogden Telephone Company
 Phone Trends, Inc.
 Rhinelander Telecommunications, LLC
 Rhinelander Telephone LLC
 Rib Lake Cellular for Wisconsin RSA#3, Inc.
 Rib Lake Telecom, Inc.
 T.M.H., Inc.

Illinois
 Illinois
 Wisconsin
 Delaware
 Alabama
 Delaware
 New York
 Pennsylvania
 Pennsylvania
 Illinois
 Georgia
 Georgia
 Illinois
 Indiana
 Iowa
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 Pennsylvania
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 Michigan
 Minnesota
 Mississippi
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 New Mexico
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 New York
 New York
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 Wisconsin
 Wisconsin
 Wisconsin
 Delaware

Consent of Independent Registered Public Accounting Firm

Board of Directors and Shareholders
Frontier Communications Corporation:

We consent to the incorporation by reference in the Registration Statements on Form S-3 (Nos. 333-58044, 33-52873 and 33-63615), and on Form S-8 (Nos. 333-151248, 333-151247, 333-151246, 333-151245, 333-91054, 333-142636, 333-71597, 333-71821, 333-61432, 333-71029, 33-42972 and 33-48683), of Frontier Communications Corporation and subsidiaries of our reports dated February 26, 2009, with respect to the consolidated balance sheets of Frontier Communications Corporation as of December 31, 2008 and 2007, and the related consolidated statements of operations, shareholders' equity, comprehensive income and cash flows for each of the years in the three-year period ended December 31, 2008, and the effectiveness of internal control over financial reporting as of December 31, 2008, which reports appear in the December 31, 2008 annual report on Form 10-K of Frontier Communications Corporation.

Our reports refer to a change in the methods of accounting and disclosure resulting from the adoption of FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes" as of January 1, 2007, Staff Accounting Bulletin No. 108, "Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements" as of January 1, 2006 and Statement of Financial Accounting Standards No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans" as of December 31, 2006.

/s/KPMG LLP

Stamford, Connecticut
February 26, 2009

CERTIFICATIONS

I, Mary Agnes Wilderotter, certify that:

1. I have reviewed this annual report on Form 10-K of Frontier Communications Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2009

/s/ Mary Agnes Wilderotter

Mary Agnes Wilderotter
Chairman and Chief Executive Officer

CERTIFICATIONS

I, Donald R. Shassian, certify that:

1. I have reviewed this annual report on Form 10-K of Frontier Communications Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2009

/s/ Donald R. Shassian

Donald R. Shassian
Executive Vice President and
Chief Financial Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual Report of Frontier Communications Corporation (the "Company") on Form 10-K for the period ended December 31, 2008 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mary Agnes Wilderotter, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Mary Agnes Wilderotter

Mary Agnes Wilderotter
Chairman and Chief Executive Officer
February 26, 2009

This certification is made solely for purpose of 18 U.S.C. Section 1350, subject to the knowledge standard contained therein, and not for any other purpose.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Frontier Communications Corporation and will be retained by Frontier Communications Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual Report of Frontier Communications Corporation (the "Company") on Form 10-K for the period ended December 31, 2008 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Donald R. Shassian, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Donald R. Shassian

Donald R. Shassian
Executive Vice President and Chief Financial Officer
February 26, 2009

This certification is made solely for purpose of 18 U.S.C. Section 1350, subject to the knowledge standard contained therein, and not for any other purpose.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Frontier Communications Corporation and will be retained by Frontier Communications Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

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in

Case No(s). 09-0454-TP-ACO

Summary: Testimony - Part 4 of 5 - Prepared Direct Testimony of Daniel McCarthy, Executive Vice President and Chief Operating Officer on Behalf of Frontier Communications Corporation electronically filed by Mr. Thomas E Lodge on behalf of Frontier Communications Corporation, New Communications Holdings, Inc., Verizon Communications Inc.