FORM 8-K

Current report filing

Filing Date: **1998-09-21** | Period of Report: **1998-09-16**
SEC Accession No. 0000950132-98-000741

FILER

FRONTIER CORP /NY/

CIK:**84567**| IRS No.: **160613330** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: **001-04166** | Film No.: **98712046**
SIC: **4813** Telephone communications (no radiotelephone)

Business Address
ROCHESTER TEL CENTER
180 S CLINTON AVE
ROCHESTER NY 14646-0995
7167771000

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report: September 16, 1998
(Date of earliest event reported)

FRONTIER CORPORATION
(Exact name of registrant as specified in its charter)

New York	Commission File No. 1-4166	16-0613330
(State of incorporation)		(IRS Employer I.D. No.)

180 South Clinton Avenue
Rochester, NY 14646-0700
(Address of principal executive offices)

(716) 777-1000
(Registrant's telephone number, including area code)

Item 7. Financial Statements and Exhibits.

(c) Exhibits

1.1 Underwriting Agreement, dated September 16, 1998, among Frontier Corporation (the "Registrant") and J.P. Morgan Securities Inc., Credit Suisse First Boston Corporation, and Merrill Lynch, Pierce, Fenner & Smith Incorporated regarding the sale of $200,000,000 aggregate principal amount of the Registrant's 6% Dealer remarketable securities/SM/ Notes due 2013 (the "Notes")

1.2 Form of Remarketing Agreement between the Registrant and J.P. Morgan Securities, Inc. regarding the Notes

4.1 Form of Global Note for the Notes

5.1 Opinion of Martin T. McCue, Senior Vice President and General

Counsel of the Registrant, regarding the legality of the Notes

8.1 Opinion of Jaffe, Raitt, Heuer & Weiss, Professional Corporation, as to certain federal tax matters pertaining to the Notes

23.1 Consent of Martin T. McCue, Senior Vice President and General Counsel of the Registrant (included in Exhibit 5.1)

23.2 Consent of Jaffe, Raitt, Heuer & Weiss, Professional Corporation (included in Exhibit 8.1)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

FRONTIER CORPORATION,
a New York corporation

Date: September 18, 1998 By: /s/ Josephine S. Trubek

Josephine S. Trubek, Corporate Secretary

EXHIBIT INDEX

<TABLE>
<CAPTION>

Exhibit Number	Description	Filed Herewith
<S>	<C>	<C>
1.1	Underwriting Agreement, dated September 16, 1998, among Frontier Corporation (the "Registrant") and J.P. Morgan Securities Inc., Credit Suisse First Boston Corporation, and Merrill Lynch, Pierce, Fenner & Smith Incorporated regarding the sale of $200,000,000 aggregate principal amount of the Registrant's 6% Dealer remarketable securities/SM/ Notes due 2013 (the "Notes")	X
1.2	Form of Remarketing Agreement between the Registrant and J.P. Morgan Securities, Inc. regarding the Notes	X

4.1	Form of Global Note for the Notes	X
5.1	Opinion of Martin T. McCue, Senior Vice President and General Counsel of the Registrant, regarding the legality of the Notes	X
8.1	Opinion of Jaffe, Raitt, Heuer & Weiss, Professional Corporation, as to certain federal tax matters pertaining to the Notes	X
23.1	Consent of Martin T. McCue, Senior Vice President and General Counsel of the Registrant (included in Exhibit 5.1)	X
23.2	Consent of Jaffe, Raitt, Heuer & Weiss, Professional Corporation (included in Exhibit 8.1)	X

</TABLE>

Exhibit 1.1

Frontier Corporation

Underwriting Agreement

New York, New York

To the Representatives
named in Schedule I
hereto of the Under-
writers named in
Schedule II hereto

Ladies and Gentlemen:

Frontier Corporation, a New York corporation (the "Company"), proposes to sell to the underwriters named in Schedule II hereto (the "Underwriters"), for whom you (the "Representatives"), are acting as representatives, the principal amount of its securities identified in Schedule I hereto (the "Securities"), to be issued under an indenture dated as of May 21, 1997 between the Company and The Chase Manhattan Bank, as trustee (the "Trustee"), as supplemented by the supplemental indenture dated as of December 8, 1997 among the Company and the Trustee (as so supplemented, the "Indenture").

1. Representations and Warranties. The Company represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1. Certain terms used in this Section 1 are defined in paragraph (d) hereof.

(a) The Company meets the requirements for the use of Form S-3 under the Securities Act of 1933 (the "Act") and has filed with the Securities and Exchange Commission (the "Commission") a registration statement (the file number of which is set forth in Schedule I hereto) on such Form, including a basic prospectus, for registration under the Act of the offering and sale of the Securities. The Company may have filed one or more amendments thereto, and may have used a Preliminary Final Prospectus, each of which has previously been furnished to you. Such registration statement, as so amended, has become effective. The offering of the Securities is a Delayed Offering and, although the Basic Prospectus may not include all the information with respect to the

Securities and the offering thereof required by the Act and the rules thereunder to be included in the Final Prospectus, the Basic Prospectus includes all such information required by the Act and the rules thereunder to be included therein as of the Execution Time. The Company will next file with the Commission pursuant to Rules 415 and 424(b)(2) or (5) a final supplement to the form of prospectus included in such registration statement relating to the Securities and the offering thereof. As filed, such final prospectus supplement shall

include all required information with respect to the Securities and the offering thereof and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Basic Prospectus and any Preliminary Final Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein.

(b) On the Effective Date and at the Execution Time, the Registration Statement did or will, and when the Final Prospectus is first filed (if required) in accordance with Rule 424(b) and on the Closing Date, the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Securities Exchange Act of 1934 (the "Exchange Act") and the Trust Indenture Act of 1939 (the "Trust Indenture Act") and the respective rules thereunder; on the Effective Date and at the Execution Time, the Registration Statement did not or will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; on the Effective Date and at the Execution Time and on the Closing Date the Indenture did or will comply in all material respects with the requirements of the Trust Indenture Act and the rules thereunder; and on the date of any filing pursuant to Rule 424(b) and on the Closing Date, the Final Prospectus (together with any supplement thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto).

(c) The financial statements, and the related notes thereto, included or incorporated by reference in the Registration Statement and the Final Prospectus present fairly the consolidated financial position of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations and the changes in their consolidated cash flows for the periods specified; said financial statements have been prepared in conformity with

generally accepted accounting principles applied on a consistent basis, except as set forth therein, and the supporting schedules included or incorporated by reference in the Registration Statement present fairly the information required to be stated therein;

(d) The terms which follow, when used in this Agreement, shall have the meanings indicated. The term "the Effective Date"shall mean each date that the Registration Statement and any post-effective amendment or amendments thereto became or become effective. "Execution Time"shall mean the date and time that this Agreement is executed and delivered by the parties hereto. "Basic Prospectus"shall mean the basic prospectus referred to in the first sentence of paragraph (a) above contained in the Registration Statement at the Effective Date or, if such basic prospectus has been amended after the Effective Date, the basic prospectus as most recently amended and filed pursuant to Rule 424(b). "Preliminary Final Prospectus"shall mean any preliminary prospectus supplement to the Basic Prospectus which describes the Securities and the offering thereof and is used prior to the filing of the Final Prospectus, together with the Basic Prospectus. "Final Prospectus"shall mean the prospectus supplement relating to the Securities that is first filed pursuant to Rule 424(b) after the Execution Time, together with the Basic Prospectus. "Registration Statement"shall mean the registration statement referred to in the first sentence of paragraph (a) above, including incorporated documents, exhibits and financial statements, as amended at the Execution Time and, in the event any post-effective amendment thereto becomes effective prior to the Closing Date (as hereinafter defined), shall also mean such registration statement as so amended. Such term shall include any Rule 430A Information deemed to be included therein at the Effective Date as provided by Rule 430A. "Rule 415", "Rule 424", "Rule 430A"and "Regulation S-K"refer to such rules or regulation under the Act. "Rule 430A Information"means information with respect to the Securities and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430A. Any reference herein to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "amend", "amendment"or "supplement"with respect to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. A "Delayed Offering" shall mean an offering of securities pursuant to Rule 415 which does not commence promptly after the effective date of a registration statement, with the result that only information required pursuant to Rule 415 need be included in such registration statement at the effective date thereof with respect to the securities so offered.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the

purchase price set forth in Schedule I hereto, the principal amount of the Securities set forth opposite such Underwriter's name in Schedule II hereto.

3. Delivery and Payment. Delivery of and payment for the Securities shall be made on the date and at the time specified in Schedule I hereto (or such later date not later than three business days after such specified date as the Representatives shall designate), which date and time may be postponed by agreement between the Representatives and the Company or as provided in Section 8 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer of same-day funds. Delivery of the Securities shall be made at such location as the Representatives shall reasonably designate at least one business day in advance of the Closing Date and payment for the Securities shall be made at the office specified in Schedule I hereto. Certificates for the Securities shall be registered in such names and in such denominations as the Representatives may request not less than three full business days in advance of the Closing Date.

The Company agrees to have the Securities available for inspection, checking and packaging by the Representatives in New York, New York, not later than 1:00 PM on the business day prior to the Closing Date.

4. Agreements. The Company agrees with each of the Underwriters that:

(a) The Company will use its best efforts to cause the Registration Statement, if not effective at the Execution Time, and any amendment thereto, to become effective. Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement (including the Final Prospectus or any Preliminary Final Prospectus) to the Basic Prospectus unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. Subject to the foregoing sentence, the Company will cause the Final Prospectus, properly completed, and any supplement thereto to be filed with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the

Representatives (i) when the Registration Statement, if not effective at the Execution Time, and any amendment thereto, shall have become effective, (ii) when the Final Prospectus, and any supplement thereto, shall have been filed with the Commission pursuant to Rule 424(b), (iii) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (iv) of any request by the Commission for any amendment of the Registration Statement or supplement to the Final Prospectus or for any additional information, (v) of the issuance by the Commission of any stop order suspending the effectiveness of the

Registration Statement or the institution or threatening of any proceeding for that purpose and (vi) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order and, if issued, to obtain as soon as possible the withdrawal thereof.

(b) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act, any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, the Company promptly will prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 4, an amendment or supplement which will correct such statement or omission or effect such compliance.

(c) As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(d) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, copies of the Registration Statement (including exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act, as many copies of any Preliminary Final Prospectus and the Final Prospectus and any supplement thereto as the Representatives may reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering.

(e) Whether or not the transactions contemplated in this Agreement

are consummated or this Agreement is terminated, the Company will pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including without limiting the generality of the foregoing, all costs and expenses (i) incident to the preparation, issuance, execution, authentication and delivery of the Securities, including any expenses of the Trustee, (ii) incident to the preparation, printing and filing under the Securities Act of the Registration Statement, the Final Prospectus and any Preliminary Final Prospectus (including in each case all exhibits, amendments and supplements thereto), (iii) incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the laws of such jurisdictions as the Underwriters may designate (including fees of counsel for the Underwriters and their disbursements),(iv) related to any filing with the National

Association of Securities Dealers, Inc., (v) in connection with the printing (including word processing and duplication costs) and delivery of this Agreement, the Indenture, Blue Sky Memorandum and any Legal Investment Survey and the furnishing to Underwriters and dealers of copies of the Registration Statement and the Final Prospectus, including mailing and shipping, as herein provided, (vi) payable to rating agencies in connection with the rating of the Securities, (vii) any expenses incurred by the Company in connection with any "road show" presentation to potential investors (if any) and (viii) the cost and charges of any transfer agent. Subject to Section 6, the Company will not be required to pay any out-of-pocket expenses of the Underwriters (including fees and disbursements of counsel for Underwriters) in connection with the purchase and sale of the Securities.

(f) Until the date set forth on Schedule I hereto, the Company will not, without the consent of the Representatives, offer, sell or contract to sell, or announce the offering of, any debt securities issued or guaranteed by the Company other than the Securities.

5. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Securities shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Execution Time and the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) If the Registration Statement has not become effective prior to the Execution Time, unless the Representatives agree in writing to a later time, the Registration Statement will become effective not later than (i) 6:00 PM New York City time, on the date of determination of the public offering price, if such determination occurred at or prior to 3:00 PM New

York City time on such date or (ii) 12:00 Noon on the business day following the day on which the public offering price was determined, if such determination occurred after 3:00 PM New York City time on such date; if filing of the Final Prospectus, or any supplement thereto, is required pursuant to Rule 424(b), the Final Prospectus, and any such supplement, shall have been filed in the manner and within the time period required by Rule 424(b); and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Company shall have furnished to the Representatives the opinion of Martin T. McCue, counsel for the Company, dated the Closing Date,substantially in the form attached hereto as Exhibit A.

(c) The Company shall have furnished to the Representative the opinion of Jaffe, Raitt, Heuer & Weiss, special counsel to the Company, dated the Closing Date, substantially in the form attached hereto as Exhibit B.

(d) The Representatives shall have received from Davis Polk & Wardwell, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to the issuance and sale of the Securities, the Indenture, the Remarketing Agreement, the Registration Statement, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(e) The Company shall have furnished to the Representatives a certificate of the Company, signed by the Chairman of the Board or the President and the principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signer of such certificate has carefully examined the Registration Statement, the Final Prospectus, any supplement to the Final Prospectus and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements included in the Final Prospectus (exclusive of any supplement thereto), there has been no material adverse change in the condition (financial or other), earnings, business, properties or prospects of the Company and its subsidiaries, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(f) At the Closing Date, PricewaterhouseCoopers LLP shall have furnished to the Representatives a letter or letters (which may refer to letters previously delivered to one or more of the Representatives), dated as of the Closing Date, in form and substance satisfactory to the Representatives, confirming that they are independent accountants within the meaning of the Act and the Exchange Act and the respective applicable published rules and regulations thereunder and stating in effect that:

(i) in their opinion the audited consolidated financial statements and financial statement schedule incorporated by reference in the Registration Statement and the Final Prospectus and reported on by them comply in form in all material respects with the applicable accounting requirements of the Act

and the Exchange Act and the related published rules and regulations thereunder with respect to the Registration Statement;

(ii) on the basis of procedures (but not an audit in accordance with generally accepted auditing standards) consisting of:

(a) reading the minutes of meetings of the stockholders, the Board of Directors and the audit and executive committees of the Board of Directors of the Company and its consolidated subsidiaries since December 31, 1997 as set forth in the minute books through a specified date not more than five business days prior to the date of delivery of such letter;

(b) performing the procedures specified by the American Institute of Certified Public Accounts for a review of interim financial information as described in SAS No. 71, Interim Financial Information, on the unaudited condensed interim financial statements of the Company and its consolidated subsidiaries incorporated by reference in the Registration Statement and Final Prospectus and reading the unaudited interim financial data for the period from the date of the latest balance sheet incorporated by reference in the Registration Statement and Final Prospectus to the date of the latest available interim financial data; and

(c) making inquiries of certain officials of the Company who

have responsibility for financial and accounting matters regarding the specific items for which representations are requested below;

nothing has come to their attention as a result of the foregoing procedures that caused them to believe that:

(1) any unaudited condensed interim financial statements included or incorporated in the Registration Statement and the Final Prospectus do not comply in form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect to financial statements included or incorporated in quarterly reports on Form 10-Q under the Exchange Act; and said unaudited condensed interim financial statements are not in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements included or incorporated in the Registration Statement and the Final Prospectus;

(2) with respect to the period subsequent to the date of the most recent unaudited condensed interim financial statements (other than any capsule information), audited or unaudited, included or incorporated in the Registration Statement and the Final Prospectus, there were any changes, at a specified date not more than three business days prior to the date of the letter, in the long-term debt of the Company and its subsidiaries or capital stock of the Company or decreases in the shareowners' equity of the Company or decreases in working capital of the Company and its subsidiaries consolidated as compared with the amounts shown on the most recent consolidated balance sheet included or incorporated in the Registration Statement and the Final Prospectus, or for the period from the date of the most recent unaudited condensed interim financial statements included or incorporated in the Registration Statement and the Final Prospectus to such specified date not more than three business days prior to the date of the letter there were any decreases, as compared with the corresponding period in the preceding year, in revenues, operating income or in total or per share amounts of net income of the Company and its subsidiaries, except in all instances for changes or decreases which the Registration Statement discloses have occurred or may occur, or as set forth in such letter, in which case the letter shall be accompanied by an explanation by the Company as to the significance thereof unless said explanation is not deemed necessary by the Representatives; or

(3) the amounts included in any unaudited "capsule" information included or incorporated in the Registration Statement and the Final Prospectus do not agree with the amounts set forth in the unaudited financial statements for the same periods or were not determined on a basis substantially consistent with that of the corresponding amounts in the audited financial statements included or incorporated in the Registration Statement and the Final Prospectus; and

(iii) they have performed certain other specified procedures as a result of which they determined that certain information of an accounting, financial or statistical nature (which is limited to accounting, financial or statistical information derived from the general accounting records of the Company and its subsidiaries) set forth in the Registration Statement and the Final Prospectus and in Exhibit 12 to the Registration Statement, including the information included or incorporated in Items 1, 2, 6, 7, 7A, 8, 11 and 14 of the Company's Annual Report on Form 10-K, incorporated in the Registration Statement and the Prospectus, and

the information included in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" included or incorporated in the Company's Quarterly Reports on Form 10-Q, incorporated in the Registration Statement and the Final Prospectus, agrees with the accounting records of the Company and its subsidiaries, excluding any questions of legal interpretation.

References to the Final Prospectus in this paragraph (f) include any supplement thereto at the date of the letter.

In addition, except as provided in Schedule I hereto, at the Execution Time, PricewaterhouseCoopers LLP shall have furnished to the Representatives a letter or letters, dated as of the Execution Time, in form and substance satisfactory to the Representatives, to the effect set forth above.

(g) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (f) of this Section 5 or (ii) any change, or any development involving a prospective change, in or affecting the business or properties of the Company and its subsidiaries the effect of which, in any case referred to in clause (i) or (ii) above, is, in the judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or the delivery of the Securities as contemplated by the Registration Statement

(exclusive of any amendment thereof) and the Final Prospectus (exclusive of any supplement thereto).

(h) Subsequent to the Execution Time, there shall not have been any decrease in the ratings of any of the Company's debt securities by any "nationally recognized statistical rating organization"(as defined for purposes of Rule 436(g) under the Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(i) The Company shall have delivered to J.P. Morgan Securities Inc. the Remarketing Agreement, duly executed by an authorized officer of the Company.

(j) Prior to the Closing Date, the Company shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

If any of the conditions specified in this Section 5 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representatives and counsel for the

Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or telecopy confirmed in writing.

6. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 5 hereof is not satisfied, because of any termination pursuant to Section 9 hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof, in each case other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally upon demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

7. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or

state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or in the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that (i) the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein, and (ii) such indemnity with respect to any Preliminary Final Prospectus shall not inure to the benefit of any Underwriter from whom the person asserting such loss, claim, damage or liability purchased the Securities which are the subject thereof if such person did not receive a copy of the Final Prospectus (or the Final Prospectus as supplemented) at or prior to the confirmation of the sale of such Securities to such person (other than as a result of the Company's breach of its obligations under Section 4) in any case where such delivery is required by the Act and the untrue statement or omission of a material fact contained in such Preliminary Final Prospectus was corrected in the Final Prospectus (or the Final Prospectus as supplemented). This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter severally agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that the statements set forth in the last paragraph of the cover page and under the heading "Underwriting" in the Preliminary Final Prospectus or the Final Prospectus, constitute the only information furnished in writing by or on behalf of any of the Underwriters for inclusion in the documents referred to in the foregoing indemnity, and you, as the Representatives, confirm that such statements are correct.

(c) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a

claim in respect thereof is to be made against the indemnifying party under this Section 7, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the material prejudice of substantial rights and defenses of the indemnifying party and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties (which shall not be unreasonably withheld, delayed, or conditioned), settle or compromise or consent to the entry of any judgment

with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any statement as to or admission of fault, culpability or failure to act by or on behalf of such indemnified party.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 7 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Underwriters agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other

expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company and by the Underwriters from the offering of the Securities; provided, however, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and of the Underwriters in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses), and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth under the caption "Underwriting" in the Final Prospectus. Relative fault shall be determined by reference to whether any alleged untrue statement or omission relates to information provided by the Company or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 7, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d). The Underwriters' respective obligations to contribute pursuant to this Section 7 are several in proportion to their respective underwriting commitments and not joint.

8. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the amount of Securities set

forth opposite their names in Schedule II hereto bears to the aggregate amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate amount of Securities set forth in Schedule II hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 8, the Closing Date shall be postponed for such period, not exceeding seven days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

9. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if prior to such time (i) trading in the Company's common stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the judgment of the Representatives, impracticable or inadvisable to proceed with the offering or delivery of the securities as contemplated by the Final Prospectus (exclusive of any supplement thereto).

10. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors or controlling persons referred to in Section 7 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 6 and 7 hereof shall survive the termination or cancellation of this Agreement.

11. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed,

delivered or telecopied and confirmed to them, at the address specified in Schedule I hereto; or, if sent to the Company, will be mailed, delivered or telecopied and confirmed to it at 180 South Clinton Avenue, Rochester, New York, 14646-0700, attention - Senior Vice President - General Counsel.

12. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 7 hereof, and no other person will have any right or obligation hereunder.

13. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

Very truly yours,

Frontier Corporation

By: /s/ Joseph Enis

Name: Joseph Enis
Title: Treasurer

The foregoing Agreement is
hereby confirmed and accepted
as of the date specified in
Schedule I hereto.

J.P. Morgan Securities Inc.
Credit Suisse First Boston Corporation
Merrill Lynch, Pierce, Fenner & Smith Incorporated

By: J. P. Morgan Securities Inc.

By: /s/ John Simmons

Name: John Simmons
Title: Vice President

For themselves and the other
several Underwriters, if any,
named in Schedule II to the

foregoing Agreement.

SCHEDULE I

Underwriting Agreement dated September 16, 1998

Registration Statement No. 33-64307

Representatives: c/o J.P. Morgan Securities Inc.
60 Wall Street
New York, NY 10260
Telecopy: (212) 648- 5151
Attn: Chadwick Parson

Title, Purchase Price and Description of Securities:

Title: 6% Dealer remarketable securities/sm/ ("Drs./sm/") due October 15, 2013

Principal amount: $200,000,000

Purchase price to Underwriters: $198,528,000, representing 99.264% of the principal amount being purchased, plus accrued interest, if any, from September 21, 1998.

Sinking fund provisions: The Securities will not be subject to any sinking fund.

Redemption provisions: Not redeemable prior to October 15, 2003. After such date, the Securities will be redeemable, in whole or in part, at the option of the Company, at the price specified in the Prospectus.

Remarketing Agreement: The Company and J.P. Morgan Securities Inc., as remarketing dealer (the "Remarketing Dealer") shall execute and deliver a Remarketing Agreement on or prior to the Closing Date. In consideration therefor, the Remarketing Dealer shall pay the Company on the Closing Date an amount equal to 4.530% of the principal amount of the Drs.

Closing Date, Time and Location: September 21, 1998, 10:00 AM, New York City time, at the offices of Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017.

Type of Offering: Delayed Offering

Date referred to in Section 4(e) after which the Company may offer or sell debt securities issued or guaranteed by the Company, other than the Securities without the consent of the Representatives: the first business day occurring on

or after the tenth business day after the Closing Date.

SCHEDULE II

<TABLE>
<CAPTION>

Underwriters	Principal Amount of Securities to be Purchased
<S>	<C>
J.P. Morgan Securities Inc.	$100,000,000
Credit Suisse First Boston Corporation	50,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	50,000,000
Total	$200,000,000

</TABLE>

Exhibit "A"

September 21, 1998

J.P. Morgan Securities Inc.
60 Wall Street
New York, New York 10260

Credit Suisse First Boston Corporation
11 Madison Avenue
New York, NY 10010-3629

Merrill Lynch, Pierce, Fenner & Smith Incorporated
World Financial Center
North Tower
New York, NY 10281-1307

Re: Underwriting Agreement (the "Agreement"), dated September 16,

1998, among Frontier Corporation (the "Company"), J.P. Morgan Securities Inc., Credit Suisse First Boston Corporation, and Merrill Lynch, Pierce, Fenner & Smith Incorporated

Dear Sirs/Madams:

I am Senior Vice President and General Counsel of the Company and am delivering this opinion to you pursuant to Section 5(b) of the Agreement. All terms in this letter that are capitalized and have not been defined in this letter shall have the meanings ascribed in the Agreement. For purposes of this letter, I have examined and relied upon executed copies of the Agreement, copies of the other documents or agreements delivered pursuant to the Agreement (including the Remarketing Agreement), copies of the Indenture, the Officer's Certificate delivered in connection with the Indenture establishing the terms of the Securities, the global certificate for the Securities, and copies of the Registration Statement, the Basic Prospectus, the Preliminary Final Prospectus and the Final Prospectus. I have also examined and relied upon copies of the bylaws, minute books, and other organizational documents for the Company and Frontier Telephone of Rochester, Inc. ("FTR"), Frontier Communications Services Inc. ("FCS) and Frontier Communications International Inc. ("FCI", and together with FTR and FCS, the "Significant Subsidiaries").

In rendering this opinion, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals, and the conformity to original documents of documents submitted to me as certified or photostatic copies. I have also assumed that all parties to the Agreement (other than the Company) and all parties to the Remarketing Agreement (other than the Company) have all necessary power and authority to execute, deliver, accept and perform such agreements, and that each such party has taken all necessary action so as to cause such party to be bound by such agreements, including under the terms of its governing documents and the laws of the jurisdiction of its formation. To the extent that the obligations of the Company under the Indenture may be dependent upon such matters, I assume for purposes of this opinion that the Trustee is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; that the Trustee is duly qualified to engage in the

activities contemplated by the Indenture; that the Indenture has been duly authorized, executed and delivered by the Trustee.

My review has been limited to examining the documents described above, the Secretary's Composite Certificate delivered at the Closing (the "Secretary's

Certificate") and applicable New York and federal law. To the extent that any opinion given herein relates to or is dependent upon factual information, or is expressed in terms of my knowledge or awareness, I have relied solely upon the assumptions stated above and the truth of the matters set forth in the Secretary's Certificate. I have not undertaken to independently verify such facts or information.

Based solely upon the foregoing, and subject to the qualifications and limitations set forth herein, I am of the opinion that, as of the date hereof:

1. The Company and FTR have each been duly incorporated and are validly existing as subsisting corporations under the laws of the State of New York, with full corporate power and authority necessary to own or hold their respective properties and conduct the businesses in which they are engaged, as described in the Final Prospectus. FCS has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Michigan, with full corporate power and authority necessary to own or hold its properties and conduct the businesses in which it is engaged, as described in the Final Prospectus. FCI has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with full corporate power and authority necessary to own or hold its properties and conduct the businesses in which it is engaged, as described in the Final Prospectus.

2. All of the outstanding shares of capital stock of each of the Significant Subsidiaries (a) have been duly and validly authorized and issued and are fully paid, non-assessable and, except as set forth in the Final Prospectus, are owned directly or indirectly by the Company free and clear of any perfected security interest, and (b) to my knowledge, are free and clear of all other liens, encumbrances, equities or claims.

3. The Company's authorized equity capitalization is as set forth in the Final Prospectus and the Securities conform to the description thereof contained in the Final Prospectus.

4. The Indenture has been duly authorized, executed, and delivered by the Company and constitutes a valid and binding agreement on the part of the Company, enforceable against the Company in accordance with its terms, except to the extent that enforcement thereof may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

5. The Indenture has been duly qualified under the Trust Indenture Act.

J.P. Morgan Securities Inc.

6. The Securities have been duly authorized, executed and delivered for authentication by the Company and, when authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to the Agreement, will constitute valid and binding obligations of the Company entitled to the benefits of the Indenture, except to the extent that enforcement thereof may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

7. To my knowledge after due inquiry, (a) there is no pending or overtly threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary of a character required to be disclosed in the Registration Statement which is not adequately disclosed in the Final Prospectus, (b) there is no franchise, contract or other document involving the Company or any Subsidiary of a character required to be described in the Registration Statement or Final Prospectus, or to be filed as an exhibit to the Registration Statement, which is not described or filed as required by the Act, and (c) the statements included or incorporated in the Final Prospectus describing any legal proceedings or material contracts or agreements relating to the Company fairly summarize such matters.

8. All Regulatory Licenses held by the Company or any Subsidiary have been validly issued and are in full force and effect, with no material restrictions or qualifications other than as described in the Final Prospectus. The Regulatory Licenses are the only licenses necessary for the Company and the Subsidiaries to own their properties and to conduct their businesses in the manner and to the extent now operated as described in the Final Prospectus, except to the extent that the failure to have such license would not have a material adverse effect on the Company and the Subsidiaries taken as a whole.

9. On the basis of an order, dated January 26, 1996, from the Commission, the Registration Statement was declared effective under the Act. Any required filing of the Basic Prospectus, the Preliminary Final Prospectus and the Final Prospectus pursuant to Rule 424(b) promulgated under the Act has been made in the manner and within the time period required by Rule 424(b), and, to my knowledge, (a) no stop order suspending the effectiveness of the Registration Statement has been issued and (b) no proceeding for that purpose is pending or threatened by the Commission.

10. The Registration Statement and the Final Prospectus (other than the financial statements and other financial or statistical information contained therein, as to which I express no opinion) comply as to form in all material respects with the requirements of the Act, the Exchange Act, the Trust Indenture Act, and the respective rules thereunder.

11. The Agreement has been duly authorized, executed and delivered by the Company.

12. The Remarketing Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement on the part of the Company, enforceable against the Company in accordance with its terms, except to the extent that enforcement thereof may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity) and except as rights to indemnity and contribution thereunder may be limited by applicable law.

13. Neither the issue and sale of the Securities by the Company, nor the consummation of any of the transactions contemplated in the Remarketing Agreement or in the Agreement (including the execution, delivery and performance of the Remarketing Agreement), nor the fulfillment of the terms of the Agreement or the Remarketing Agreement, will conflict with, result in a breach of, or constitute a default under, (a) the charter or by-laws of the Company, (b) the material terms of any indenture or other agreement or instrument known to me and to which the Company or any Significant Subsidiary is a party or bound, or (c) any order or decree known to me to be applicable to the Company or any Significant Subsidiary of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Company or any Significant Subsidiary.

14. No consent, approval, authorization or order of any court or governmental agency or body is required for the consummation of the transactions contemplated in the Agreement (including the execution, delivery and performance of the Remarketing Agreement), except registration of the Securities under the Act, qualification of the Indenture under the Trust Indenture Act and such consents, approvals, authorizations, registrations or qualifications as may be required under the Exchange Act or applicable state or foreign securities laws

in connection with the purchase and distribution of the Securities by the Underwriters.

15. To my knowledge after due inquiry, no holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

Not having undertaken to determine independently the accuracy or completeness of or to verify the information furnished with respect to matters contained in the Registration Statement (which includes all documents incorporated therein by reference), and recognizing that the character of the determinations involved in the preparation of the Registration Statement is such that I do not assume any responsibility for, or express any opinion on the accuracy, completeness, or fairness of, statements contained in the Registration Statement, except for those referred to in paragraphs 3 and 7 above, and nothing has come to my attention therefrom which would lead me to believe that: (a) the Registration Statement, on the Effective Date and at the Execution Time, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or (b) on the date of the Final Prospectus or on the date hereof, the Final Prospectus included or includes any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the

circumstances under which they were made, not misleading. Further, I have not been called upon to examine, and I have not attempted to examine, the financial and statistical data included in the Registration Statement, and I express no opinion with respect thereto.

I do not purport to be an expert on or to express any opinion herein concerning any laws other than laws of the State of New York, the laws of the United States of America, and the General Corporation Law of the State of Delaware, and I expressly decline to opine as to the laws of any other jurisdiction. With respect to the opinions in paragraph 1 insofar as they implicate Michigan law, I have relied solely upon the opinion of Jaffe, Raitt, Heuer & Weiss, Professional Corporation, and have not made any independent investigation of Michigan law. This opinion is only for the benefit of the addressees and their successors, assigns and counsel and may not be relied upon by any other person without my express written consent.

Very truly yours,

Martin T. McCue
Senior Vice President and General Counsel

Exhibit "B"

September 21, 1998

J.P. Morgan Securities Inc.
60 Wall Street
New York, NY 10260

Credit Suisse First Boston Corporation
11 Madison Avenue
New York, NY 10010-3629

Merrill Lynch, Pierce, Fenner & Smith Incorporated
World Financial Center
North Tower
New York, NY 10281-1307

Re: Underwriting Agreement (the "Agreement"), dated September 16, 1998, among Frontier Corporation (the "Company"), J.P. Morgan Securities Inc., Credit Suisse First Boston Corporation, and Merrill Lynch, Pierce, Fenner & Smith Incorporated

Dear Sirs/Madames:

Pursuant to Section 5(c) of the Agreement, we are delivering this opinion. All terms in this letter that are capitalized and have not been defined in this letter shall have the meanings ascribed in the Agreement. We have acted as special counsel to the Company in connection with the execution and delivery of the Agreement, and in this capacity, we have examined and relied upon executed copies of the Agreement, copies of the other documents or agreements delivered pursuant to the Agreement, a copy of that certain Remarketing Agreement, dated September 21, 1998, between the Company and J.P. Morgan Securities Inc. (the "Remarketing Agreement"), copies of the Indenture, the Officer's Certificate delivered in connection with the Indenture establishing the terms of the Securities, the global certificate for the Securities, and copies of the Registration Statement, the Basic Prospectus, the Preliminary Final Prospectus and the Final Prospectus. We have also examined and relied upon copies of the bylaws, minutes of board of directors and shareholder meetings, and other organizational documents for the Company, Frontier Telephone of Rochester, Inc.

("FTR"), Frontier Communications Services Inc. ("FCS"), and Frontier Communications International Inc. ("FCI") provided to us by management of the Company.

This opinion is governed by, and shall be interpreted in accordance with, Part II of the Report of the Ad Hoc Committee of the Business Law Section of the State Bar of Michigan on Standardized Legal Opinions in Business Transactions dated August 1, 1991 (the "Michigan Report"), incorporated herein by reference. A copy of Part II of the Michigan Report is attached hereto. Without limiting the generality of the foregoing, the meaning of the terms and phrases used in this opinion (other than those defined in the Agreement) is governed by and is subject to such Part II except as otherwise expressly provided herein. However, notwithstanding anything in the Michigan Report or anything else in this opinion letter, (a) we have not relied on any information or assumption if we have knowledge that such information or assumption is false or we have knowledge of facts that would make such reliance unreasonable; (b) as used in this opinion letter, "knowledge" includes the knowledge of the attorneys within the firm who are principal contacts for the Company or have performed substantive work for the Company or its subsidiaries within the past year, in addition to those persons referred to in paragraph B(3)(c) of

the Michigan Report; and (c) paragraphs B(9)(a) and B(9)(e) of the Michigan Report are not applicable to this opinion letter.

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to original documents of documents submitted to us as certified or photostatic copies. We have also assumed that all parties to the Agreement (other than the Company) have all necessary power and authority to execute, deliver, accept and perform such agreements, and that each such party has taken all necessary action so as to cause such party to be bound by such agreements, including under the terms of its governing documents and the laws of the jurisdiction of its formation. To the extent that the obligations of the Company under the Indenture may be dependent upon such matters, we assume for purposes of this opinion that the Trustee is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; that the Trustee is duly qualified to engage in the activities contemplated by the Indenture; that the Indenture has been duly authorized, executed and delivered by the Trustee and constitutes the legally valid and binding obligation of the Trustee enforceable against the Trustee in accordance with its terms; that the Trustee is in compliance, with respect to acting as a trustee under the Indenture, with all applicable laws and regulations; and that the Trustee has the requisite organizational and legal power and authority to perform its obligations under

the Indenture.

Our review has been limited to examining the documents described above, the Secretary's Composite Certificate delivered at the Closing (the "Secretary's Certificate"), the opinion of Martin T. McCue, Vice President Legal and Planning of the Company, and applicable Michigan, Delaware and federal law (other than the Communications Act of 1934, as amended, the rules and regulations of the Federal Communications Commission, and other federal telecommunications laws or regulations). To the extent that any opinion given herein relates to or is dependent upon factual information, or is expressed in terms of our knowledge or awareness, we have relied solely upon the assumptions stated above and the truth of the matters set forth in the Secretary's Certificate. We have not undertaken to independently verify such facts or information.

Based solely upon the foregoing, and subject to the qualifications and limitations set forth herein, we are of the opinion that, as of the date hereof:

1. The Company and FTR have each been duly incorporated and, based upon a certificate of subsistence received from the State of New York Department of State, dated September ___, 1998 for each of the Company and FTR, are validly existing as subsisting corporations under the laws of the State of New York, with full corporate power and authority necessary to own or hold their respective properties and conduct the businesses in which they are engaged, as described in the Final Prospectus. FCS has been duly incorporated and, based upon a certificate of good standing received from the Michigan Department of Consumer and Industry Services, dated September ___, 1998, is validly existing as a corporation in good standing under the laws of the State of Michigan, with full corporate power and authority necessary to own or hold its properties and conduct the businesses in which it is engaged, as described in the Final Prospectus. FCI has been duly incorporated and, based upon a certificate of good standing received from the Delaware Secretary of State, dated September ___, 1998, is validly existing as a corporation in good standing under the laws of the State of Delaware, with full corporate power and authority necessary to own or hold its properties and conduct the businesses in which it is engaged, as described in the Final

Prospectus. We express no opinion as to whether the Company, FTR, FCS, or FCI is qualified to do business in any state other than their respective states of incorporation.

2. The Indenture has been duly authorized, executed, and delivered by the

Company and constitutes a valid and binding agreement on the part of the Company, enforceable against the Company in accordance with its terms, except to the extent that enforcement thereof may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

3. The Remarketing Agreement has been duly authorized, executed, and delivered by the Company and constitutes a valid and binding agreement on the part of the Company, enforceable against the Company in accordance with its terms, except as rights to indemnity and contribution thereunder may be limited by applicable law, and to the extent that enforcement thereof may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

4. The Indenture has been duly qualified under the Trust Indenture Act.

5. The Securities have been duly authorized, executed and delivered for authentication by the Company and, when authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to the Agreement, will constitute validly issued and binding obligations of the Company entitled to the benefits of the Indenture, except to the extent that enforcement thereof may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

6. On the basis of an order, dated January 26, 1996, from the Commission, the Registration Statement was declared effective under the Act. Any required filing of the Basic Prospectus, any Preliminary Final Prospectus and the Final Prospectus pursuant to Rule 424(b) promulgated under the Act has been made in the manner and within the time period required by Rule 424(b), and, to our knowledge, (a) no stop order suspending the effectiveness of the Registration Statement has been issued and (b) no proceeding for that purpose is pending or threatened by the Commission.

7. The Registration Statement and the Final Prospectus (other than the financial statements and other financial or statistical information contained therein, as to which we express no opinion) comply as to form in all material respects with the requirements of the Act, the Exchange Act, the Trust Indenture Act, and the respective rules thereunder.

8. The Agreement has been duly authorized, executed, and delivered by the Company.

9. Neither the issue and sale of the Securities by the Company, nor the consummation of any of the transactions contemplated in the Remarketing Agreement or in the Agreement (including the execution, delivery and performance of the Remarketing Agreement), nor the fulfillment of the terms of the Agreement or of the Remarketing Agreement, will conflict with, result in a breach of, or constitute a default under, the charter or by-laws of the Company.

10. No consent, approval, authorization or order of any court or governmental agency or body is required for the consummation of the transactions contemplated in the Agreement (including the execution, delivery and performance of the Remarketing Agreement), except registration of the Securities under the Act and such consents, approvals, authorizations, registrations or qualifications as may be required under the Exchange Act or applicable state or foreign securities laws in connection with the purchase and distribution of the Securities by the Underwriters.

11. The discussion in the Final Prospectus under the caption "Certain United States Federal Income Tax Considerations" fairly summarizes the material Federal income tax considerations discussed in it.

12. The statements in the Final Prospectus under the captions "Description of the Drs." and "Description of Debt Securities", insofar as such statements constitute a summary of the legal matters or documents referred to therein, fairly present the information called for with respect to such legal matters or documents.

Not having undertaken to determine independently the accuracy or completeness of or to verify the information furnished with respect to matters contained in the Registration Statement (which includes all documents incorporated therein by reference), and recognizing that the character of the determinations involved in the preparation of the Registration Statement is such that we do not assume any responsibility for, or express any opinion on the accuracy, completeness, or fairness of, statements contained in the Registration Statement, except for those referred to in paragraphs 11 and 12 above, and solely on the basis of our participation in the preparation of the Registration Statement, nothing has come to our attention therefrom which would lead us to believe that: (a) the Registration Statement, on the Effective Date and at the

Execution Time, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or (b) on the date of the Final Prospectus or on the date hereof, the Final Prospectus included or includes any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Further, we have not been called upon to examine, and we have not attempted to examine, the financial and statistical data included in the Registration Statement, and we express no opinion with respect thereto.

We are admitted to practice law only in the State of Michigan and do not purport to be experts on or to express any opinion herein concerning any laws other than laws of the State of Michigan, the General Corporation Law of the State of Delaware and the laws of the United States of America, and we expressly decline to opine as to the laws of any other jurisdiction. With respect to the opinions in paragraphs 1, 2, 3, 5, and 8, insofar as they implicate New York

law, we have relied solely upon the opinion of Martin T. McCue, Senior Vice President and General Counsel of the Company, and have not made any independent investigation of New York law. In addition, we note that the Agreement and the Indenture each provide that they are to be governed by the laws of a state other than the State of Michigan. We have made no study of the laws, decisions and other authorities of such state, and we express no opinion concerning the validity, binding effect or enforceability of the Agreement or the Indenture under the laws of such state. This opinion is only for the benefit of the addressees and their successors, assigns and counsel and may not be relied upon by any other person without our express written consent.

Very truly yours,

JAFFE, RAITT, HEUER & WEISS
Professional Corporation

Jeffrey L. Forman

0579012.03

Exhibit 1.2

REMARKETING AGREEMENT

between

FRONTIER CORPORATION

and

J.P. MORGAN SECURITIES INC.

as Remarketing Dealer

TABLE OF CONTENTS

<TABLE>
<CAPTION>

</TABLE>

REMARKETING AGREEMENT dated as of September 21, 1998 (the "Agreement") between Frontier Corporation, a New York business corporation (the "Company"), and J.P. Morgan Securities Inc. ("JPMSI" and, in its capacity as the remarketing dealer hereunder, the "Remarketing Dealer").

WHEREAS, the Company has issued $200,000,000 aggregate principal amount of its 6% Dealer remarketable securities/SM/("Drs."/SM/) pursuant to an Indenture dated as of May 21, 1997, as supplemented as of December 8, 1997 (the "Indenture"), from the Company to The Chase Manhattan Bank, as trustee (the "Trustee"); and

WHEREAS, the Drs. are being sold initially pursuant to an Underwriting Agreement dated as of September 16, 1998 (the "Underwriting Agreement") between the Company and JPMSI, as Representative of the Underwriters named in Schedule II thereto; and

WHEREAS, the Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement (No. 33-64307) under the Securities Act of 1933, as amended (the "Securities Act"), in connection with the offering of debt and equity securities, including the Drs., which registration statement was declared effective by order of the Commission, and has filed such amendments thereto and such amended or supplemented prospectuses as may have been required to the date hereof, and will file such additional amendments and supplements thereto and such additional amended or supplemented prospectuses as may hereafter be required (such registration statement, including any amendments and supplements thereto, and all documents incorporated therein by reference, as from time to time amended or supplemented pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Securities Act, or otherwise, are referred to herein as the "Registration Statement"); all preliminary and final prospectuses relating to such Registration Statement used in connection with the offering of Drs., including the documents incorporated by reference therein, are referred to herein collectively as the "Prospectus"; provided that, if any new or revised prospectus shall be provided to the Remarketing Dealer by the Company for use in connection with the remarketing of the Drs. which differs from the Prospectus filed with the Commission at the time of the initial issuance of the Drs. (whether or not such revised prospectus is required to be filed by the Company pursuant to Rule 424(b) under the Securities Act), the term "Prospectus" shall refer to such new or revised prospectus from and after the time it is first provided to the Remarketing Dealer

---

/SM/"Dealer remarketable securities/SM/" and "Drs./SM/" are service marks of J.P. Morgan Securities Inc.

for such use, and "Registration Statement" shall refer to the Registration Statement as deemed amended by the prospectus so provided or any new

registration statement of which such prospectus is a part; and

WHEREAS, JPMSI is prepared to act as the Remarketing Dealer with respect to the remarketing of the Drs. on October 15, 2003 (the "Remarketing Date") pursuant to the terms of, but subject to the conditions set forth in, this Agreement;

NOW, THEREFORE, for and in consideration of the covenants herein made, and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions.

(a) The following terms have the following meanings:

"Base Rate" means 6% per annum.

"Business Day" means any day other than a Saturday or Sunday or other day on which banking institutions in the City of New York are authorized or obligated by law, executive order or governmental decree to be closed.

"Call Price" means, with respect to any Drs. Unavailable for Remarketing:

(i) if the Remarketing Dealer's request for a Call Price payment is made prior to the Determination Date, the Commercially Reasonable Option Value for the Drs. Unavailable for Remarketing on the date of such request; or

(ii) if the Remarketing Dealer's request for a Call Price payment is made on or after the Determination Date, an amount (if positive) equal to:

$$\text{Full Option Settlement Value} \times \frac{\text{Drs. Unavailable for Remarketing}}{\text{Original Amount of Drs.}}$$

where "Original Amount of Drs." means the aggregate principal amount of the Drs. issued by the Company on the date hereof; and "Full Option Settlement Value" equals the Dollar Price less the Original Amount of Drs.

"Commercially Reasonable Option Value" means, with respect to any Drs. Unavailable for Remarketing, on any date, the amount determined by the

Remarketing Dealer on such date under Section 6(e) of the ISDA Master Agreement on a "Market Quotation" basis in respect of the embedded interest rate option implicit in the Remarketing Dealer's option to purchase, at 100% of the aggregate principal amount thereof, the Drs. Unavailable for Remarketing as if a "Termination Event" had occurred on such date under such interest rate option with respect to the Company under the ISDA Master Agreement and the Company was the "Affected Party". The determination of the Commercially Reasonable Option

Value shall be made using the provisions of the ISDA Master Agreement regardless of any termination of the ISDA Master Agreement.

"Comparable Treasury Issue" means the United States Treasury security selected by the Remarketing Dealer as having an actual maturity on the Determination Date (or the United States Treasury securities selected by the Remarketing Dealer to derive an interpolated yield to maturity on such Determination Date) comparable to the remaining term of the Drs.

"Comparable Treasury Price" means (a) the offer price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) on the Determination Date, as set forth on Telerate Page 500, adjusted to reflect settlement on the Remarketing Date if prices quoted on Telerate Page 500 are for settlement on any date other than the Remarketing Date, or (b) if such page (or any successor page) is not displayed or does not contain such offer prices on such Business Day, then (i) the average of such Reference Treasury Dealer Quotations for such Remarketing Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations (unless there is more than one highest or lowest quotation, in which case only one such highest and/or lowest quotation shall be excluded), or (ii) if the Remarketing Dealer obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations. The Remarketing Dealer shall have the discretion to select the time at which the Comparable Treasury Price is determined on the Determination Date and the number of Reference Treasury Dealer Quotations to be obtained.

"Dollar Price" means the discounted present value to the Remarketing Date of the cash flows on a bond (x) with a principal amount equal to the aggregate principal amount of the initially issued Drs., (y) maturing on the Stated Maturity Date and (z) bearing interest from the Remarketing Date, payable semi-annually (assuming a 360-day year consisting of twelve 30-day months) on the interest payment dates of the Drs. at a rate equal to the Base Rate, using a discount rate equal to the Treasury Rate.

"Drs. Unavailable for Remarketing" means any Drs. that are unavailable for any reason for remarketing by the Remarketing Dealer on the Remarketing Date (whether due to termination of this Agreement according to its terms,

purchase or redemption of Drs. by the Company prior to the Remarketing Date, or otherwise).

"ISDA Master Agreement" means the ISDA Master Agreement dated as of December 15, 1997 between the Company and Morgan Guaranty Trust Company of New York.

"Reference Corporate Dealer" means J.P. Morgan Securities Inc., and four other leading dealers of publicly-traded debt securities of the Company to be chosen by the Remarketing Dealer. If any of such persons shall cease to be a leading dealer of publicly-traded debt securities of the Company, then the

Remarketing Dealer may replace such person with any other leading dealer of publicly-traded debt securities of the Company.

"Reference Treasury Dealer" means a primary U.S. Government securities dealer in The City of New York (which may include the Remarketing Dealer) selected by the Remarketing Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer, the offer price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) for settlement on the Remarketing Date, quoted in writing to the Remarketing Dealer by such Reference Treasury Dealer by 3:30 p.m., New York City time, on the Determination Date.

"Stated Maturity Date" means October 15, 2013.

"Telerate Page 500" means the display designated as "Telerate Page 500" on Dow Jones Markets Limited (or such other page as may replace Telerate Page 500 on such service) or such other service displaying the offer prices specified in clause (a) of the definition of Comparable Treasury Price as may replace Dow Jones Markets Limited.

"Treasury Rate" means the annual rate equal to the semi-annual equivalent yield to maturity or interpolated (on a 30/360 day count basis) yield to maturity on the Determination Date of the Comparable Treasury Issue for value on the Remarketing Date, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price.

(b) The following additional terms are defined in the following Sections:

<TABLE>
<CAPTION>

Defined Term	Section
<S>	<C>
Commission	Preamble
Company	Preamble
Determination Date	4(d)
Drs.	Preamble
DTC	4(e)
Exchange Act	Preamble
Exchange Act Documents	2(a)
Indemnified Person	9(c)
Indemnifying Person	9(c)
Indenture	Preamble

Interest Rate to Maturity	4(d)
Investment Grade	8(c)
JPMSI	Preamble
Moody's	8(c)
Notification Date	4(c)
Prospectus	Preamble
Rating Agency	8(c)
Registration Statement	Preamble
Remarketing Date	Preamble
Remarketing Dealer	Preamble
Remarketing Materials	3(b)
Representation Date	2(a)
S&P	8(c)
Securities Act	Preamble
Trustee	Preamble
Underwriting Agreement	Preamble

</TABLE>

Section 2. Representations and Warranties.

(a) The Company represents and warrants to the Remarketing Dealer as of the date hereof, the Notification Date, the Determination Date and the Remarketing Date (each of the foregoing dates being hereinafter referred to as a "Representation Date"), as follows:

(i) It has filed all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (collectively, the "Exchange Act Documents").

(ii) The applicable Remarketing Materials will not, as of their date or the Remarketing Date, include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(iii) The representations and warranties contained in the Underwriting Agreement are true and correct with the same force and effect as though expressly made at and as of each Representation Date; except that for purposes of this Agreement, representations and warranties in the Underwriting Agreement relating to the Registration Statement and the Prospectus (as defined therein) shall be made with respect to such documents as deemed modified by the Exchange Act Documents, as well as any new or revised registration statement and new or revised prospectus required by subsection 3(f) herein, and the date as of which such representations and warranties are made shall include each Representation Date.

(iv) Since the respective dates as of which information is given in the Remarketing Materials or the Exchange Act Documents, there has not been any material change in the capital stock or long-term debt of the Company or any of its subsidiaries, or any material adverse change, or any development involving a prospective material adverse change that is reasonably likely to occur, in or affecting the general affairs, business, prospects, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, otherwise than as set forth or contemplated in the Remarketing Materials or the Exchange Act Documents. Except as set forth or contemplated in the Remarketing Materials or the Exchange Act Documents, neither the Company nor any of its subsidiaries has entered into any transaction or agreement (whether or not in the ordinary course of business) material to the Company and its subsidiaries, taken as a whole.

(v) This Agreement has been duly authorized, executed and delivered by the Company.

(vi) The issue and sale of the Drs. and the performance by the Company of all of its obligations under the Drs., the Indenture and this

Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, nor will any such action result in any violation of the provisions of the Certificate of Incorporation or the By-Laws of the Company or any applicable law or statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company, its subsidiaries or any of their respective properties. No consent, approval, authorization, order, license, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Drs. or the consummation by the Company of the transactions contemplated by this Agreement or the Indenture, except such as have already been obtained and except as may be required under the blue sky laws of any jurisdiction.

(vii) The Drs. conform in all material respects to the description thereof contained in the Prospectus.

(b) Additional Certifications. Any certificate signed by any director or officer of the Company in their capacity as such director or officer and delivered to the Remarketing Dealer or to counsel for the Remarketing Dealer in connection with the remarketing of the Drs. shall be deemed a representation and warranty by the Company to the Remarketing Dealer as to the matters covered thereby.

Section 3. Covenants of the Company.

The Company covenants with the Remarketing Dealer as follows:

(a) The Company will provide prompt notice by telephone, confirmed in writing (which may include facsimile or other electronic transmission), to the Remarketing Dealer of the occurrence:

(i) at any time, of any event set forth in clause (i), (ii) or (iii) of subsection 8(c) or of any amendment of any kind to the Indenture (including the Drs.); and

(ii) on or after the Notification Date, of any event set forth in clauses (i) or (ii) of subsection 8(d).

(b) The Company will furnish to the Remarketing Dealer upon request:

(i) each Registration Statement and the Prospectus relating to the Drs. (including in each case any amendment or supplement thereto and each document incorporated therein by reference);

(ii) each Exchange Act Document filed after the date hereof; and

(iii) such other information relating to the Company and the Drs. as the Remarketing Dealer may reasonably request from time to time for use in connection with the remarketing of the Drs.

The Company agrees to provide the Remarketing Dealer with as many copies of the foregoing written materials and information (collectively, the "Remarketing Materials", including in each case any document incorporated by reference therein) as the Remarketing Dealer may reasonably request for use in connection with the remarketing of Drs. and consents to the use thereof for such purpose.

(c) If, at any time within three months of the Remarketing Date, any event or condition known to the Company relating to or affecting the Company, any subsidiary thereof or the Drs. shall occur which could reasonably be expected to cause any of the Remarketing Materials to contain an untrue statement of a material fact or omit to state a material fact, the Company shall promptly notify the Remarketing Dealer in writing of the circumstances and details of such event or condition.

(d) So long as the Drs. are outstanding, the Company will file all documents required to be filed with the Commission pursuant to the Exchange Act within the time periods required by the Exchange Act and the rules and regulations thereunder.

(e) The Company will comply with the Securities Act, the Exchange Act, the

Trust Indenture Act and the rules and regulations of the Commission thereunder so as to permit the completion of the remarketing of the Drs. as contemplated in (i) this Agreement, (ii the Prospectus first used to confirm sales of the Drs. when the Drs. were originally issued, and (ii the prospectus, if any, used in connection with the remarketing.

(f) If a new or amended Registration Statement in respect of the Drs. is in the opinion of counsel for the Remarketing Dealer or for the Company necessary to sell Drs. on an unrestricted basis on the Remarketing Date, then the Company, at its expense, will, on or before such date:

(i) prepare and file with the Commission such amended or new Registration Statement (including a Prospectus) covering such sale of Drs. by the Remarketing Dealer, and use its best efforts to cause such Registration Statement to become effective on or prior to the Determination Date;

(ii) furnish to the Remarketing Dealer such number of copies of such Prospectus as the Remarketing Dealer may reasonably request;

(iii) furnish to the Remarketing Dealer and any other securities dealer participating in the remarketing of the Drs. an officers' certificate, an opinion, including a statement as to the absence of material misstatements in or omissions from the Registration Statement and the Prospectus, of Jaffe, Raitt, Heuer & Weiss or such other counsel to the Company reasonably satisfactory to the Remarketing Dealer and a "comfort letter" from the Company's independent accountants, in each case dated as of the Remarketing Date and in form and substance satisfactory to the Remarketing Dealer, of the same tenor as the officers' certificate, opinion and comfort letter, respectively, delivered to satisfy the closing conditions of the Underwriting Agreement, but modified to relate to such new or amended Registration Statement and the Prospectus; and

(iv) provide to the Remarketing Dealer and any other securities dealer participating in the remarketing of the Drs. the opportunity to conduct an underwriters' due diligence investigation of the Company in a scope customarily provided in connection with a public offering of the Company's debt securities.

The Remarketing Dealer will use its best efforts to advise the Company, promptly upon request, whether in the opinion of counsel for the Remarketing Dealer, a new or amended Registration Statement in respect of the Drs. is necessary to sell Drs. on an unrestricted basis. In addition, the Remarketing Dealer will use its best efforts to advise the Company promptly of any change in the opinion of such counsel. Furthermore, if at any time when, in the reasonable opinion of counsel for the Remarketing Dealer, a prospectus is required by the Securities Act to be delivered in connection with sales of the Drs., any event shall occur or condition shall exist as a result of which it is

necessary to amend the Registration Statement or amend or supplement the Prospectus in order that such Prospectus will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it is necessary to amend or supplement the Prospectus to comply with law, the Company, at its expense, will promptly furnish to the Remarketing Dealer such

amendments or supplements to the Prospectus as may be needed so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law.

The Company agrees to reimburse the Remarketing Dealer for all of its reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) incurred in connection with any remarketing under circumstances described in this subsection 3(f).

(g) The Company agrees that neither it nor any of its subsidiaries or affiliates shall purchase or otherwise acquire, or enter into any agreement to purchase or otherwise acquire, any of the Drs. on or prior to the Remarketing Date, other than (i) a repurchase of the Drs. in accordance with subsection 4(g) or (ii) a redemption of the Drs. in accordance with subsection 4(h).

(h) The Company will comply with each of the covenants set forth in the Underwriting Agreement.

(i) In connection with the remarketing, the Company will endeavor to arrange for the qualification of the Drs. for sale under the laws of such United States jurisdictions as the Remarketing Dealer may designate, and will maintain such qualifications in effect so long as required for the remarketing of the Drs. provided, however, that the Company shall not be required to (i) file a general consent to service of process in any jurisdiction, (ii) make any undertaking with respect to the conduct of its business, (iii) take any action that would subject the Company to taxation or (iv) provide any undertaking or make any change in its charter or by-laws that the Board of Directors of the Company reasonably determines to be contrary to the best interests of the Company and its stockholders; the Company will pay all expenses in connection with such qualification, including the fees and disbursements of counsel for any dealers participating in the remarketing in connection with such qualification and in connection with blue sky and legal investment surveys.

(j) During the five Business Day period ending on the Remarketing Date, the Company will not, without the consent of the Remarketing Dealer, offer, sell or contract to sell, or otherwise dispose of, directly or indirectly, or announce the offering of, any debt securities.

Section 4. Appointment and Obligations of the Remarketing Dealer.

(a) Unless this Agreement is otherwise terminated in accordance with Section 10 hereof, the Company hereby appoints JPMSI, and JPMSI hereby

accepts such appointment, in accordance with the terms but subject to the conditions of this Agreement, as the exclusive Remarketing Dealer with respect to the Drs.

(b) The obligations of the Remarketing Dealer hereunder to purchase the tendered Drs. on the Remarketing Date, to determine the Interest Rate to Maturity pursuant to subsection 4(d) and to remarket the Drs. are conditioned on:

(i) the issuance and delivery of such Drs. pursuant to the terms and conditions of the Underwriting Agreement;

(ii) the Remarketing Dealer's election on the Notification Date to purchase the Drs. for remarketing on the Remarketing Date and

(iii) the fact that the conditions set forth in Section 8 hereof shall have been fully and completely met to the satisfaction of the Remarketing Dealer.

(c) On a Business Day not later than five Business Days prior to the Remarketing Date (the "Notification Date"), the Remarketing Dealer will notify the Company and the Trustee as to whether it elects to purchase the Drs. on the Remarketing Date. If, and only if, the Remarketing Dealer so elects, the Drs. shall be subject to mandatory tender to the Remarketing Dealer for purchase and remarketing on the Remarketing Date, upon the terms and subject to the conditions described herein. The purchase price of the Drs. shall be equal to 100% of the principal amount thereof.

(d) The Remarketing Dealer shall determine a new stated interest rate on the Drs. as of the Remarketing Date (the "Interest Rate to Maturity") on the third Business Day immediately preceding the Remarketing Date (the "Determination Date") by soliciting by 3:30 p.m., New York City time, the Reference Corporate Dealers for firm, committed bids to purchase all outstanding Drs. at the Dollar Price, and by selecting the lowest such firm, committed bid (regardless of whether each of the Reference Corporate Dealers actually submits a bid). Each bid shall be expressed in terms of the Interest Rate to Maturity that the Drs. would bear (quoted as a spread over the Base Rate) based on the following assumptions:

(i) the Drs. would be sold to such Reference Corporate Dealer on the Remarketing Date for settlement on the same day;

(ii) the Drs. would mature on the Stated Maturity Date;

(iii) the Drs. would bear interest from the Remarketing Date at a stated rate equal to the Interest Rate to Maturity bid by such Reference Corporate Dealer, payable semi-annually on the interest payment dates for the Drs.

The Interest Rate to Maturity announced by the Remarketing Dealer as a result of such process will be quoted to the nearest one hundred-thousandth (0.00001) of one percent per annum and, absent manifest error, will be binding and conclusive upon holders of the Drs., the Company and the Trustee. Subject only to subsection 4, below, the Remarketing Dealer shall have the discretion to select the time at which the Interest Rate to Maturity is determined on the Determination Date.

The Remarketing Dealer shall have the right in its sole discretion to either (i) remarket the Drs. for its own account or (ii) sell the Drs. to the Reference Corporate Dealer submitting the lowest firm, committed, bid pursuant to subsection 4(d). If two or more Reference Corporate Dealers submit equivalent bids which constitute the lowest firm, committed bid, the Remarketing Dealer may in its sole discretion elect to sell the Drs. to any such Reference Corporate Dealer.

(e) If the Remarketing Dealer has elected to remarket the Drs. as provided in subsections 4(c) and 4(d), then it shall notify the Company, the Trustee and The Depository Trust Company ("DTC") by telephone, confirmed in writing (which may include facsimile or other electronic transmission), by 5:00 p.m., New York City time, on the Determination Date of the Interest Rate to Maturity applicable to the Drs. effective from and including the Remarketing Date.

(f) If the Drs. are remarketed as provided herein, then, subject to Section 8 hereof, the Remarketing Dealer will make, or cause the Trustee to make, payment to DTC by the close of business on the Remarketing Date against delivery through DTC of the tendered Drs., of the purchase price for all of the tendered Drs. The purchase price of the tendered Drs. will be equal to 100% of the principal amount thereof and shall be paid in immediately available funds.

(g) If the Remarketing Dealer (i) does not elect to purchase the Drs. for remarketing pursuant to subsection 4(c), (ii determines in its sole discretion that one or more of the conditions in Section 8 hereof have not been fulfilled by the required time, or (iii) for any other reason does not remarket the Drs., then the Company shall repurchase on the Remarketing Date all then outstanding Drs. at a price equal to 100% of the principal amount of such Drs. plus all accrued interest, if any, on such Drs. to (but excluding) the Remarketing Date.

(h) If the Remarketing Dealer has elected to remarket the Drs. on the Remarketing Date in accordance with subsection 4(c) hereof, the Company may

irrevocably elect to exercise its right to redeem the Drs., in whole but not in part, from the Remarketing Dealer on the Remarketing Date at the greater of (x) 100% of the aggregate principal amount of the Drs. or (y) the Dollar Price, by giving notice of such election to the Remarketing Dealer no later than

(i) the Business Day immediately prior to the Determination Date or

(ii) if fewer than three Reference Corporate Dealers submit firm, committed bids in accordance with subsection 4(d) hereof, immediately after the deadline set by the Remarketing Dealer for receiving such bids has passed.

In either such case, the Company shall pay such redemption price for the Drs. in same-day funds by wire transfer on the Remarketing Date to an account designated by the Remarketing Dealer.

If the Company exercises its right to redeem the Drs. pursuant to clause 4(h)(ii) above, it shall promptly reimburse the Remarketing Dealer for any and all expenses (including any and all hedge losses) incurred by the Remarketing Dealer in connection with its having to break associated hedging transactions to enable the Company to exercise such redemption right. If any such broken hedges result in a profit to the Remarketing Dealer, the Remarketing Dealer shall promptly pay such profit over to the Company. The amount of any hedge losses or profits shall be determined solely by the Remarketing Dealer, on a reasonable basis.

(i) In accordance with the terms and provisions of the Drs., the tender and settlement procedures set forth in this Section 4, shall be subject to modification without the consent of the holders of the Drs., to the extent required by DTC or, if the book-entry system is no longer available for the Drs. at the time of the remarketing, to the extent required to facilitate the tendering and remarketing of Drs. in certificated form. In addition, the Remarketing Dealer may, without the consent of the holders of the Drs., modify the settlement procedures set forth in the Indenture and/or the Drs. in order to facilitate the settlement process.

(j) In accordance with the terms and provisions of the Drs., the Company hereby (i) agrees that at all times, it will use its best efforts to maintain the Drs. in book-entry form with DTC or any successor thereto and to appoint a successor depositary to the extent necessary to maintain the Drs. in book-entry

form and (ii) waives any discretionary right it otherwise may have under the Indenture to cause the Drs. to be issued in certificated form.

Section 5. Fees and Expenses.

Subject to subsection 3(f), the last paragraph of subsection 4(h), and Section 10 hereof, the Remarketing Dealer will not receive any fees or

reimbursement of expenses from the Company for its remarketing services set forth herein.

Section 6. Resignation of the Remarketing Dealer.

The Remarketing Dealer may resign and be discharged from its duties and obligations hereunder at any time prior to its giving notice of its intention to remarket the Drs., such resignation to be effective ten Business Days after delivery of a written notice to the Company and the Trustee of such resignation. The Remarketing Dealer also may resign and be discharged from its duties and obligations hereunder at any time, such resignation to be effective immediately, upon termination of this Agreement in accordance with subsection 10 hereof. The Company shall have the right, but not the obligation, to appoint a successor Remarketing Dealer.

Section 7. Dealing in the Drs.; Purchase of Drs. by the Company.

(a) JPMSI, when acting as the Remarketing Dealer or in its individual or any other capacity, may, to the extent permitted by law, buy, sell, hold and deal in any of the Drs. JPMSI, as holder or beneficial owner of the Drs., may exercise any vote or join as a holder or beneficial owner, as the case may be, in any action which any holder or beneficial owner of Drs. may be entitled to exercise or take pursuant to the Indenture with like effect as if it did not act in any capacity hereunder. The Remarketing Dealer, in its capacity either as principal or agent, may also engage in or have an interest in any financial or other transaction with the Company as freely as if it did not act in any capacity hereunder.

(b) The Company may purchase Drs. in the remarketing, provided that the Interest Rate to Maturity established with respect to Drs. in the remarketing is not different from the Interest Rate to Maturity that would have been established if the Company had not purchased such Drs.

Section 8. Conditions to Remarketing Dealer's Obligations.

The obligations of the Remarketing Dealer to purchase the Drs. on the Remarketing Date in accordance with the provisions of this Agreement, to

determine the Interest Rate to Maturity pursuant to subsection 4(d), and to remarket the Drs. have been undertaken in reliance on, and are subject to, the following conditions:

(a) the due performance in all material respects by the Company of its obligations and agreements as set forth in this Agreement and the accuracy of the representations and warranties in this Agreement and any certificate delivered pursuant hereto;

(b) the due performance in all material respects by the Company of its

obligations and agreements set forth in, and the accuracy as of the dates specified therein of the representations and warranties contained in, the Underwriting Agreement;

(c) none of the following events shall have occurred at any time on or prior to the Remarketing Date:

(i) the Drs. shall cease to be rated Investment Grade by each of the Rating Agencies at any time; for purposes of the foregoing, "Rating Agency" shall mean Standard & Poor's Corporation and its successors ("S&P") and Moody's Investor's Services, Inc. and its successors ("Moody's"); and "Investment Grade" shall mean that the Company's long-term, unsecured debt is rated BBB- or higher by S&P and Baa3 or higher by Moody's;

(ii) an Event of Default (as defined in the Indenture), or any event which, with the giving of notice or passage of time, or both, would constitute an Event of Default thereunder, with respect to the Drs. shall have occurred and be continuing;

(iii) an Event of Default or a Termination Event, each as defined in the ISDA Master Agreement, shall have occurred and be continuing under the ISDA Master Agreement (if the ISDA Master Agreement shall have terminated, then this provision shall continue to have effect as if such agreement were still in force and effect); provided that, for purposes of this Agreement, the "Threshold Amount" in the ISDA Master Agreement shall be deemed to be $10,000,000; or

(iv) without the prior written consent of the Remarketing Dealer, the Indenture (including the Drs.) shall have been amended in any manner, or otherwise contain any provision not contained therein as of the date hereof, that in either case in the judgment of the Remarketing Dealer materially changes the nature of the Drs. or the remarketing procedures;

(d) none of the following events shall have occurred after the Remarketing Dealer elects on the Notification Date to purchase the Drs.:

(i) there shall have occurred any downgrading, or any notice shall have been given of (A) any downgrading, (B) any intended or potential downgrading or (C) any review or possible change that does not indicate an improvement, in the rating accorded any debt securities of, or guaranteed by, the Company by any "nationally recognized statistical rating organization", as such term is defined for purposes of Rule 436(g)(2) under the Securities Act;

(ii) trading of any securities of, or guaranteed by, the Company shall have been suspended on any exchange or in any over-the-counter market;

(iii) a material adverse change, or any development involving a prospective material adverse change reasonably likely to occur, in or

affecting the general affairs, business, prospects, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, the effect of which is such as to make it, in the judgment of the Remarketing Dealer, impracticable or inadvisable to remarket the Drs. or to enforce contracts for the sale of the Drs.;

(iv) if a prospectus is required under the Securities Act to be delivered in connection with the remarketing of the Drs., the Company shall fail to furnish to the Remarketing Dealer on the Remarketing Date the officers' certificate, opinion and comfort letter referred to in subsection 3(f) of this Agreement and such other documents and opinions as Davis Polk & Wardwell, as special counsel for the Remarketing Dealer may reasonably require for the purpose of enabling such counsel to pass upon the sale of Drs. in the remarketing as herein contemplated and related proceedings, or in order to evidence the accuracy and completeness of any of the representations and warranties, or the fulfillment of any of the conditions, herein contained;

(v) trading generally shall have been suspended or materially limited on or by, as the case may be, any of the New York Stock Exchange, the American Stock Exchange, the National Association of Securities Dealers, Inc., the Chicago Board Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade; or a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities;

(vi) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis that, in the judgment of the Remarketing Dealer, is material and adverse and which, in the judgment of the Remarketing Dealer, makes it impracticable to remarket the Drs. or to enforce contracts for the sale of the Drs.;

(vii) the Treasury Rate used to determine the Dollar Price on the Determination Date exceeds the Base Rate; or

(viii) the Remarketing Dealer shall not have received by the required time on the Determination Date any firm, committed bids to purchase all of the Drs. in accordance with subsection 4(d) hereof, provided the Remarketing Dealer has solicited bids pursuant to subsection 4(d);

(e) the Remarketing Dealer shall have received (as soon as practicable following notification by the Remarketing Dealer to the Company on the Notification Date of its election to purchase the Drs. and in any event prior to the Determination Date) a certificate of any of the Chief Financial Officer, the Treasurer, or the Controller of the Company, satisfactory to the Remarketing Dealer, dated as of the Notification Date, to the following effect:

(i) the Company has, prior to the Remarketing Dealer's election on the

Notification Date to remarket the Drs., provided the Remarketing Dealer with notice of all events as required under subsection 3(a) of this Agreement;

(ii) the representations and warranties in this Agreement are true and correct at and as of the Notification Date; and

(iii) the Company has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Notification Date; and

(f) the Remarketing Dealer shall have received on the Remarketing Date a certificate of any of the Chief Financial Officer, the Treasurer or the Controller of the Company, satisfactory to the Remarketing Dealer, dated as of the Remarketing Date, to the following effect:

(i) the representations and warranties in this Agreement are true and correct with the same force and effect as though expressly made at and as of the Remarketing Date;

(ii) the Company has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Remarketing Date;

(iii) no material adverse change, or any development involving a prospective material adverse change reasonably likely to occur, in or affecting the general affairs, business prospects, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, shall have occurred since the date of the most recent financial statements of the Company filed with the Commission; and

(iv) the conditions specified in clauses 8(c)(i), 8(c)(ii) and 8(c)(iii) and clauses 8(d)(i) and 8(d)(ii) of this Agreement have been satisfied.

Section 9. Indemnification.

(a) The Company agrees to indemnify and hold harmless the Remarketing Dealer and each person, if any, who controls the Remarketing Dealer within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, the reasonable legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted):

(i) arising out of the failure to have an effective registration statement under the Securities Act relating to the Drs., if required, or the failure to satisfy the prospectus delivery requirements of the Securities

Act because the Company failed to notify the Remarketing Dealer of such delivery requirement or failed to provide the Remarketing Dealer with a prospectus for delivery,

(ii) caused by any untrue statement or alleged untrue statement of a material fact contained in any of the Remarketing Materials or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with information relating to the Remarketing Dealer furnished to the Company in writing by the Remarketing Dealer expressly for use therein, or

(iii) arising out of any violation by the Company of, or any failure by the Company to perform any of its obligations under, this Agreement, or

(iv) the acts or omissions of the Remarketing Dealer in connection with its duties and obligations hereunder, except to the extent due to its gross negligence or willful misconduct.

(b) The Remarketing Dealer agrees to indemnify and hold harmless the Company, its directors and its officers and each person who controls the Company within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Company to the Remarketing Dealer in subsection 9(a)(i) of this Agreement, but only with reference to information relating to such Remarketing Dealer furnished to the Company in writing by such Remarketing Dealer expressly for use in any of the Remarketing Materials.

(c) If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnity may be sought pursuant to either of the two preceding paragraphs, such person (the "Indemnified Person") shall promptly notify the person against whom such indemnity may be sought (the "Indemnifying Person") in writing, and the Indemnifying Person, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless

(i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary,

(ii) the Indemnifying Person has failed within a reasonable time to

retain counsel reasonably satisfactory to the Indemnified Person or

(iii) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them.

It is understood that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be reimbursed as they are incurred. Any such separate firm for the Remarketing Dealer and its directors and officers shall be designated in writing by it and any such separate firm for the Company, its directors and its officers who sign the Registration Statement and such control persons of the Company or authorized representatives shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment.

(d) Notwithstanding the foregoing subsection 9(c), if at any time an Indemnified Person shall have requested an Indemnifying Person to reimburse the Indemnified Person for fees and expenses of counsel as contemplated by such subsection 9(c), the Indemnifying Person agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such Indemnifying Person of the aforesaid request and (ii) such Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. If during any period of time the indemnifying parties are disputing in good faith the reasonableness of such fees and expenses of counsel, such period of time shall not be counted in calculating such 30 day period. No Indemnifying Person shall, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding.

(e) If the indemnification provided for in subsections 9(a) and 9(b) is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to, then each Indemnifying Person, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Remarketing Dealer, on the other, from the remarketing of the Drs. or (ii if the

allocation provided by clause (i) above is not permitted by applicable law, in such propor tion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Remarketing Dealer, on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the

Remarketing Dealer, on the other, shall be deemed to be in the same respective proportions as the aggregate principal amount of the Drs. bears to the amount, if any, by which the price at which the Drs. are sold by the Remarketing Dealer in the remarketing exceeds the price paid by the Remarketing Dealer for the Drs. tendered on the Remarketing Date. The relative fault of the Company on the one hand and the Remarketing Dealer on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Remarketing Dealer and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(f) The Company and the Remarketing Dealer agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding para graph. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with investigating or defending any such action or claim.

(g) Notwithstanding the provisions of this Section 9, in no event shall the Remarketing Dealer be required to contribute any amount in excess of the amount by which the total price at which the Drs. remarketed by it and distributed to the public were offered to the public exceeds the amount of any damages that such Remarketing Dealer has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 9 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law of in equity.

(h) The indemnity and contribution agreements contained in this Section 9 and the representations and warranties of the Company set forth in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement and (ii) any investigation made by or on behalf of the Remarketing Dealer or any person controlling the Remarketing

Dealer or by

or on behalf of the Company, its officers or directors or any other person controlling the Company.

Section 10. Termination of Remarketing Agreement.

(a) This Agreement shall terminate as to the Remarketing Dealer on the earliest of

(i) the effective date of the resignation of the Remarketing Dealer pursuant to Section 6 hereof;

(ii) the occurrence of any event described in clause (i) or (ii) of subsection 4(g) hereof; or

(iii) the date the Company gives notice of its intention to redeem all of the outstanding Drs. in accordance with subsection 4(h).

(b) In addition, the Remarketing Dealer may terminate all of its obligations under this Agreement immediately by notifying the Company and the Trustee of its election to do so, at any time on or before the Remarketing Date, if:

(i) any of the conditions referred to or set forth in subsection 8(a) or (b) hereof have not been met or satisfied in full or any of the events set forth in subsection 8(c) or 8(d) shall have occurred; or

(ii) the Remarketing Dealer determines, in its sole discretion, after consultation with the Company, that there is material, non-public information about the Company that is not available to the Remarketing Dealer which is necessary for it to fulfill its obligations under this Agreement.

(c) If this Agreement is terminated pursuant to this Section 10, such termination shall be without liability of any party to any other party, except that, in the case of a termination resulting from a failure to observe the conditions set forth in subsections 8(a) or 8(b), or the occurrence of any of the events set forth in subsection 8(c) or clauses 8(d)(i) through 8(d)(iv), the Company shall reimburse the Remarketing Dealer for all of its reasonable out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Remarketing Dealer. Section 9 and subsections 3(f), 4(h), 10(c) and 10(d) shall survive such termination and remain in full force and effect.

(d) Upon:

(i) the termination of this Agreement pursuant to subsection 10 (except as a result of an event described in subsection 8(d)(vii)); or

(ii) a repurchase by the Company of any Drs. due to a failure by the holder thereof to deliver the Drs. to the Remarketing Dealer against payment therefor in connection with a mandatory tender;

then, upon the request of the Remarketing Dealer, the Company shall pay to the Remarketing Dealer, in same-day funds by wire transfer to an account designated by the Remarketing Dealer, the Call Price in respect of the Drs. that have become Drs. Unavailable for Remarketing as result of clause (i) or (ii). The Call Price for any Drs. Unavailable for Remarketing shall be paid as soon as practicable after the Remarketing Dealer has determined the Call Price and notified the Company of the Call Price, but in any case no later than the earlier of (x) three Business Days after written notification to the Company and (y) the Remarketing Date.

The Remarketing Dealer shall promptly notify the Company of the Call Price for any Drs. Unavailable for Remarketing by telephone, confirmed in writing (which may include facsimile or other electronic transmission). The Call Price, absent manifest error, shall be binding and conclusive upon the parties hereto.

(e) This Agreement shall not be subject to termination by the Company.

Section 11. Remarketing Dealer's Performance; Duty of Care.

The duties and obligations of the Remarketing Dealer shall be determined solely by the express provisions of this Agreement and the Indenture. No implied covenants or obligations of or against the Remarketing Dealer shall be read into this Agreement or the Indenture. In the absence of bad faith on the part of the Remarketing Dealer, the Remarketing Dealer may conclusively rely upon any document furnished to it, which purports to conform to the requirements of this Agreement and the Indenture, as to the truth of the statements expressed in any of such documents. The Remarketing Dealer shall be protected in acting upon any document or communication reasonably believed by it to have been signed, presented or made by the proper party or parties. The Remarketing Dealer shall incur no liability to the Company or to any beneficial owner or holder of Drs. in its individual capacity or as Remarketing Dealer for any action or failure to act in connection with the remarketing or otherwise, except to the extent finally judicially determined to be due primarily to its gross negligence or willful misconduct.

Section 12. Governing Law.

This agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.

Section 13. Term of Agreement.

Unless otherwise terminated in accordance with the provisions hereof, this Agreement shall remain in full force and effect from the date hereof until the earlier of the first day thereafter on which no Drs. are outstanding or the completion of the remarketing of the Drs.

Regardless of any termination of this Agreement pursuant to any of the provisions hereof, the obligations of the Company pursuant to Section 9 and subsections 3(f), 4(h), 10(c) and 10(d) hereof shall remain operative and in full force and effect until fully satisfied.

Section 14. Successors and Assigns.

The rights and obligations of the Company hereunder may not be assigned or delegated to any other person without the prior written consent of the Remarketing Dealer. The rights and obligations of the Remarketing Dealer hereunder may not be assigned or delegated to any other person (other than an affiliate of the Remarketing Dealer) without the prior written consent of the Company. This Agreement shall inure to the benefit of and be binding upon the Company and the Remarketing Dealer and their respective successors and assigns, and will not confer any benefit upon any other person, partnership, association or corporation other than persons, if any, controlling the Remarketing Dealer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act or any other indemnified party to the extent provided in Section 9 hereof. The terms "successors" and "assigns" shall not include any purchaser of any Drs. merely because of such purchase.

Section 15. Headings.

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

Section 16. Severability.

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any or all jurisdictions because it conflicts with any provision of any constitution, statute, rule or public policy or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

Section 17. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Section 18. Amendments; Waivers.

This Agreement may be amended or portions thereof may be waived by any instrument in writing signed by each of the parties hereto so long as this Agreement as amended or the provisions as so waived are not inconsistent with the Indenture in effect as of the date of any such amendment or waiver.

Section 19. Notices.

Unless otherwise specified, any notices, requests, consents or other communications given or made hereunder or pursuant hereto shall be made in writing (which may include facsimile or other electronic transmission) and shall be deemed to have been validly given or made when delivered or, if earlier, three days after it was mailed, registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

(a) to the Company:

Frontier Corporation
180 South Clinton
Rochester, New York 14646-0700
Attention: Mr. Joseph Enis
Facsimile No.: (716) 325-7638

with a copy to:

Frontier Corporation
180 South Clinton
Rochester, New York 14646-0700
Attention: Martin T. McCue, Esq.
Facsimile No.: (716) 546-7823

(b) to JPMSI:

J.P. Morgan Securities Inc.
60 Wall Street
New York, New York 10260
Attention: Syndicate Department
Facsimile No.: (212) 648-5909

or to such other address as the Company or the Remarketing Dealer shall specify in writing.

IN WITNESS WHEREOF, each of the Company and the Remarketing Dealer has caused this Remarketing Agreement to be executed in its name and on its behalf by one of its duly authorized officers as of the date first above written.

FRONTIER CORPORATION

By /s/ Joseph Enis

Name: Joseph Enis
Title: Treasurer

J.P. MORGAN SECURITIES INC.

By /s/ Steve Christensen

Name: Steve Christensen
Title: Vice President

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE TRANSFERRED TO, OR REGISTERED OR EXCHANGED FOR SECURITIES REGISTERED IN THE NAME OF, ANY PERSON OTHER THAN THE DEPOSITORY OR A NOMINEE THEREOF AND NO SUCH TRANSFER MAY BE REGISTERED, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. EVERY SECURITY AUTHENTICATED AND DELIVERED UPON REGISTRATION OF TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY (AS DEFINED BELOW) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

FRONTIER CORPORATION

6% Dealer remarketable security/SM/
Due 2013

REGISTERED
No.: R-1

PRINCIPAL AMOUNT
$200,000,000.00

CUSIP No.: 35906PAB1

FRONTIER CORPORATION, a business corporation incorporated and existing under the laws of the State of New York (hereinafter called the "Company", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & Co., or registered assigns, upon presentation, the principal sum of Two Hundred Million and 00/100 Dollars ($200,000,000.00) on October 15, 2013, and to pay interest thereon from September 21, 1998, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on April 15 and October 15 in each year, commencing April 15, 1999, at the rate per annum specified below. Any capitalized term not defined herein shall have the meaning assigned to it in that certain Indenture by and between the Company and The Chase Manhattan Bank, a New York banking corporation, dated as of May 21, 1997, and supplemented as of December 8, 1997. The interest so payable on any Interest Payment Date will, as provided for in the Indenture, be paid to the person in whose name this Security (or one or more Predecessor Securities) is

registered at the close of business on the Regular Record Date for such interest which shall be the fifteenth (15th) calendar day (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. For purposes of this Security, "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in The City of New York are authorized or required by law, regulation or executive order to close. Any such interest not so punctually paid or duly provided

---

/SM/ "Dealer remarketable security" is a service mark of J.P. Morgan Securities Inc.

for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than ten (10) days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Payment of the principal of (and premium, if any) and interest on, the Securities will be made to The Depository Trust Company or its nominee at the corporate trust office of the Trustee, located initially at 450 West 33rd Street, New York, New York 10001, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public or private debts; provided, however, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) by wire transfer of funds to an account of the Person entitled thereto maintained within the United States. The Company is not required to maintain an office or agency for such payment in The City of New York.

The rate of interest on this Security shall be 6% per annum to October 15, 2003 (the "Remarketing Date"). If the Remarketing Dealer elects to remarket the Securities pursuant to the Remarketing Agreement dated as of September 21, 1998 (the "Remarketing Agreement") between J.P. Morgan Securities Inc., as Remarketing Dealer (the "Remarketing Dealer"), and the Company, then, except as otherwise set forth on the reverse hereof, (i) this Security shall be subject to mandatory tender to the Remarketing Dealer for remarketing on the Remarketing Date, on the terms and subject to the conditions set forth on the reverse hereof, and (ii) on and after the Remarketing Date, this Security shall bear interest at the rate determined by the Remarketing Dealer in accordance with the procedures set forth in Section 4 on the reverse hereof (the "Interest Rate to Maturity"). If the Remarketing Dealer does not remarket the Securities pursuant to the Remarketing Agreement, this Security shall be subject to mandatory tender

to the Company for repurchase on the Remarketing Date, on the terms and subject to the conditions set forth on the reverse hereof.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS SECURITY SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH IN THIS PLACE.

Unless the Certificate of Authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

FRONTIER CORPORATION

By:

Joseph P. Clayton, President
and Chief Executive Officer

Date: September 21, 1998

ATTEST:

By:

Josephine S. Trubek, Corporate Secretary

[SEAL]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series referred to in the within-mentioned Indenture.

THE CHASE MANHATTAN BANK,
as Trustee

By: Date: , 1998

---------- ----------

Authorized Officer

FRONTIER CORPORATION

6% Dealer remarketable security/SM/ due 2013

1. Indenture. This Security is one of a duly authorized issue of securities of the Company (hereinafter called the "Debt Securities") issued and to be issued in one or more series under an Indenture (the "Indenture") between the Company and The Chase Manhattan Bank, a banking corporation organized under the laws of the State of New York, as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Debt Securities and of the terms upon which the Debt Securities are, and are to be, authenticated and delivered. Any capitalized term not defined herein shall have the meaning assigned to it in the Indenture. This Security is one of the series designated on the first page hereof, limited in aggregate principal amount to Two Hundred Million and 00/100 Dollars ($200,000,000.00). References herein to "Securities" shall mean the Debt Securities of said series.

2. Mandatory Tender on Remarketing Date; Purchase and Settlement. On a Business Day not later than five (5) Business Days prior to the Remarketing Date (the "Notification Date"), the Remarketing Dealer will notify the Company and the Trustee as to whether it elects to purchase all (but not less than all) of the outstanding Securities on the Remarketing Date. If, and only if, the Remarketing Dealer so elects, the Securities shall be subject to mandatory tender to the Remarketing Dealer for purchase and remarketing on the Remarketing Date, upon the terms and subject to the conditions described herein and in the Remarketing Agreement. The purchase price of the Securities shall be equal to one hundred percent (100%) of the principal amount thereof. No holder or beneficial owner of any Securities shall have any rights or claims under the Remarketing Agreement or against the Company or the Remarketing Dealer as a result of the Remarketing Dealer not purchasing such Securities.

3. Maintenance of Book-Entry System.

(a) The tender and settlement procedures with respect to the Securities set forth in the Remarketing Agreement shall be subject to modification, without the consent of the holders of the Securities, to the extent required by DTC or, if the book-entry system is no longer available for the Securities at the time of the remarketing, to the extent required to facilitate the tendering and remarketing of Securities in certificated form. In addition, the Remarketing Dealer may modify the settlement

procedures without the consent of the holders of the Securities in order to facilitate the settlement process.

(b) The Company hereby agrees with the Trustee and the holders of Securities that (i) at all times, it will use its best efforts to maintain the Securities in book-entry form with DTC or any successor thereto and to appoint a successor depository to the extent necessary to maintain the Securities in book-entry form and (ii) it waives any discretionary right that it otherwise may have under the Indenture to cause the Securities to be issued in certificated form.

4. Determination of Interest Rate to Maturity; Notification Thereof. The Remarketing Dealer shall determine the interest rate the Securities will bear from the Remarketing Date to the Stated Maturity Date (the "Interest Rate to Maturity") on the third Business Day immediately preceding the Remarketing Date (the "Determination Date") by soliciting by 3:30 p.m., New York City time, the Reference Corporate Dealers (defined below) for firm, committed bids to purchase all outstanding Securities at the Dollar Price (defined below), and by selecting the lowest such firm, committed bid (regardless of whether each of the

/SM/ "Dealer remarketable security" is a service mark of J.P. Morgan Securities Inc.

Reference Corporate Dealers actually submit bids). Each bid shall be expressed in terms of the Interest Rate to Maturity that the Securities would bear (quoted as a spread over 6% per annum (the "Base Rate")) based on the following assumptions:

(a) the Securities would be sold to the Reference Corporate Dealer on the Remarketing Date for settlement on the same day;

(b) the Securities would mature on the Stated Maturity Date; and

(c) the Securities would bear interest from the Remarketing Date at a stated rate equal to the Interest Rate to Maturity bid by such Reference Corporate Dealer, payable semi-annually on the interest payment dates for the Securities

The Interest Rate to Maturity announced by the Remarketing Dealer as a result of such process will be quoted to the nearest one hundred-thousandth (0.00001) of one percent per annum and, absent manifest error, will be binding and conclusive upon holders of the Securities, the Company and the Trustee. The Remarketing Dealer shall have the discretion to select the time at which the Interest Rate to Maturity is determined on the Determination Date.

The Remarketing Dealer shall have the right in its sole discretion to either (i) remarket the Securities for its own account (at a price equal to the lowest firm, committed bid, as described above) or (ii) sell the Securities to

the Reference Corporate Dealer submitting the lowest firm, committed, bid. If two or more Reference Corporate Dealers submit equivalent bids which constitute the lowest firm, committed bid, the Remarketing Dealer may in its sole discretion elect to sell the Securities to any such Reference Corporate Dealer.

If the Remarketing Dealer has elected to remarket the Securities as provided herein, then it shall notify the Company, the Trustee and DTC by telephone, confirmed in writing (which may include facsimile or other electronic transmission), by 5:00 p.m., New York City time, on the Determination Date of the Interest Rate to Maturity applicable to the Securities effective from and including the Remarketing Date.

"Dollar Price" means the discounted present value to the Remarketing Date of the cash flows on a bond (x) with a principal amount equal to the aggregate principal amount of the Securities, (y) maturing on the Stated Maturity Date and (z) bearing interest from the Remarketing Date, payable semi-annually (assuming a 360-day year consisting of twelve 30-day months) on the interest payment dates of the Securities at a rate equal to the Base Rate, using a discount rate equal to the Treasury Rate (defined below).

"Reference Corporate Dealer" means J.P. Morgan Securities Inc. and four (4) other leading dealers of publicly-traded debt securities of the Company to be chosen by the Remarketing Dealer. If any of such persons shall cease to be a leading dealer of publicly-traded debt securities of the Company, then the Remarketing Dealer may replace such person with any other leading dealer of publicly-traded debt securities for the Company.

"Treasury Rate" means the annual rate equal to the semi-annual equivalent yield to maturity or interpolated (on a 30/360 day count basis) yield to maturity on the Determination Date of the Comparable Treasury Issue (defined below) for value on the Remarketing Date, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price (as defined below).

"Comparable Treasury Issue" means the United States Treasury security selected by the Remarketing Dealer as having an actual maturity on the Determination Date (or the United States Treasury securities selected by the Remarketing Dealer to derive an interpolated yield to maturity on such Determination Date) comparable to the remaining term of the Securities.

"Comparable Treasury Price" means (a) the offer price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) on the Determination Date, as set forth on Telerate Page 500 (as defined below), adjusted to reflect settlement on the Remarketing Date if prices quoted on Telerate Page 500 are for settlement on any date other than the Remarketing Date, or (b) if such page (or any successor page) is not displayed or does not contain such offer prices on such Business Day, (i) if the Remarketing Dealer obtains four or more Reference Treasury Dealer Quotations, the average of such

Reference Treasury Dealer Quotations for such Remarketing Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations (unless there is more than one highest or lowest quotation, in which case only one such highest and/or lowest quotation shall be excluded), or (ii) if the Remarketing Dealer obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations. The Remarketing Dealer shall have the discretion to select the time at which the Comparable Treasury Price is determined on the Determination Date.

"Telerate Page 500" means the display designated as "Telerate Page 500" on Dow Jones Markets Limited (or such other page as may replace Telerate Page 500 on such service) or such other service displaying the offer price specified in clause (a) of the definition of Comparable Treasury Price as may replace Dow Jones Markets Limited.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer, the offer price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) for settlement on the Remarketing Date, quoted in writing to the Remarketing Dealer by such Reference Treasury Dealer by 3:30 p.m., New York City time, on the Determination Date.

"Reference Treasury Dealer" means a primary U.S. Government securities dealer in The City of New York (which may include the Remarketing Dealer) selected by the Remarketing Dealer.

5. Repurchase. If the Remarketing Dealer does not purchase all of the Securities on the Remarketing Date, then holders will be required to tender, and the Company shall repurchase, on the Remarketing Date, at a price equal to one hundred percent (100%) of the principal amount of the Securities plus all accrued interest, if any, on the Securities to (but excluding) the Remarketing Date, all Securities that have not been purchased by the Remarketing Dealer on the Remarketing Date.

6. Redemption. If the Remarketing Dealer has elected to remarket the Securities on the Remarketing Date, the Company shall have the right to redeem the Securities, in whole but not in part, from the Remarketing Dealer on the Remarketing Date at a redemption price equal to the greater of (i) one hundred percent (100%) of the aggregate principal amount of the Securities and (ii) the Dollar Price, by giving written notice of such redemption to the Remarketing Dealer

(x) no later than the Business Day immediately prior to the Determination Date, or

(y) if fewer than three Reference Corporate Dealers submit firm, committed bids for all outstanding Securities to the Remarketing Dealer on the Determination Date in accordance with Section 4 of this Security, immediately after the deadline set by the Remarketing Dealer for receiving such bids has passed.

In either such case, the Company shall pay such redemption price for the Securities in same-day funds by wire transfer on the Remarketing Date to an account designated by the Remarketing Dealer.

7. Optional Redemption After the Remarketing Date. After the Remarketing Date, if the Remarketing Dealer has elected to remarket the Securities on the Remarketing Date, the Securities will be redeemable (a "Post-Remarketing Redemption"), in whole or in part, at the

option of the Company at any time at a redemption price equal to the greater of (i) one hundred percent (100%) of the principal amount of such Securities or (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including the portion of any such payments of interest accrued as of the redemption date) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate (as defined below) (determined on the third Business Day preceding such redemption date), plus, in each case, accrued and unpaid interest thereon to (but excluding) the redemption date.

Notice of any Post-Remarketing Redemption will be mailed at least thirty (30) days but not more than sixty (60) days before the redemption date to each holder of the Securities to be redeemed. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Securities or portions thereof called in connection with a Post-Remarketing Redemption.

"Adjusted Treasury Rate" means (i) the arithmetic mean of the yields under the heading "Week Ending" published in the Statistical Release most recently published prior to the date of determination under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to the maturity, as of the redemption date, of the principal being redeemed, plus (ii) 0.20%. If no maturity set forth under such heading exactly corresponds to the maturity of such principal, yields for the two published maturities most closely corresponding to the maturity of such principal shall be calculated pursuant to the immediately preceding sentence, and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of the relevant periods to the nearest month.

"Statistical Release" means the statistical release designated "H.15(519)" or any successor publication which is published weekly by the Federal Reserve System and which establishes yields on actively-traded United States government securities adjusted to constant maturities, or, if such statistical release is not published at the time of any determination under the terms of the Securities, then such other reasonably comparable index which shall be designated by the Company.

8. Covenants. The Indenture restricts the Company's ability to merge, consolidate or sell substantially all of its assets. In addition, if at any time the Company or any of its subsidiaries mortgages, pledges or otherwise subjects to or permits to exist any Lien (defined below) on the whole or any part of any property or assets now owned or hereafter acquired by it, except as hereinafter provided, the Company will (or will cause such subsidiary to) secure the outstanding Securities, and, if the Company elects, any other obligations of the Company ranking on a parity with the Securities, equally and ratably with the indebtedness or obligations secured by such mortgage, pledge or other Lien, for as long as any such indebtedness or obligation is so secured. The foregoing covenant does not apply to (a) the creation, extension, renewal or refunding of purchase-money mortgages or liens, (b) landlords' liens, (c) liens with respect to the sale or financing of accounts or chattel paper, (d) liens to which any property or asset acquired by the Company or such subsidiary is subject as of the date of its acquisition, (e) the making of any deposit or pledge to secure public or statutory obligations or with any governmental agency at any time required by law in order to qualify the Company or such subsidiary to conduct its business or any part thereof or in order to entitle it to maintain self-insurance or to obtain the benefits of any law relating to worker's compensation, unemployment insurance, old age pensions or other social security, or with any court, board commission, or governmental agency as security incident to the proper conduct of any proceeding before it, or (f) other Liens not otherwise permitted securing obligations in an aggregate amount not to exceed Twenty-Five Million and 00/100 Dollars ($25,000,000.00).

"Lien" means any lien, mortgage, pledge, security interest, charge, or encumbrance of any kind (including any conditional sale or title retention agreement or any lease in the nature thereof, any capital lease obligation and any sale and lease back transaction) and any agreement to give or

refrain from any lien, mortgage, pledge, security interest, charge, or other encumbrance of any kind.

9. Defeasance. The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

10. Effect of Event of Default. If any Event of Default with respect to Securities shall occur and be continuing, the principal of the Securities may be declared due and payable in the manner and with the effect provided in the Indenture.

11. Tax Treatment; Agreement to Tender. The Company and the holders of this Security (and each holder of a beneficial interest herein) by accepting this Security, agree to treat the Securities as fixed rate debt instruments that

mature on the Remarketing Date for United States Federal income tax purposes. Furthermore, each holder of this Security (and each holder of a beneficial interest herein) irrevocably agrees that this Security shall automatically be tendered on the Remarketing Date (a) to the Remarketing Dealer if the Remarketing Dealer elects to remarket the Securities on the terms and conditions set forth herein or (b) to the Company if the Remarketing Dealer does not remarket the Securities on the terms and conditions set forth herein.

12. Sinking Fund. The Securities do not have the benefit of any sinking fund obligation.

13. Limitation on Remedies. As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy hereunder, unless (i) such Holder shall have previously given written notice to the Trustee of a continuing Event of Default with respect to the Securities, (ii) the Holders of not less than twenty-five percent (25%) in principal amount of the Securities at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee, (iii) such Holder or Holders have offered reasonable indemnity to the Trustee against the costs, expenses (including expenses of counsel) and liabilities to be incurred in compliance with such request, (iv) the Trustee shall have failed to institute any such proceeding for sixty (60) days after its receipt of such notice, request and offer of indemnity, and (v) the Trustee shall not have received from the Holders of a majority in principal amount of Securities at the time Outstanding a direction inconsistent with such request. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof (and premium, if any) or any interest thereon on or after the respective due dates expressed herein.

14. Amendments and Waivers. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Debt Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Debt Securities of each series at the time Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of at least a majority in principal amount of the Debt Securities of each series at the time Outstanding, on behalf of the Holders of all Debt Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holders of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

15. Unconditional Obligation. No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

16. Transfer; Denominations; etc.

(a) As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, premium, if any, on, and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereon one or more new Securities, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

(b) The Securities are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities are exchangeable for a like aggregate principal amount of Securities of a different authorized denomination, as required by the Holder surrendering the same.

(c) No service charge shall be made for any registration of transfer or exchange of Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. In no event shall the Company be required to pay any Additional Amounts as contemplated by the Indenture.

(d) Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

17. No Liability of Certain Persons. No recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby or hereby, shall be had against any promoter, as such or, against any past, present or future stockholder, partner, officer or director, as such, of the Company or of any successor, either directly or through the Company or any successor, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities.

18. Governing Law. The Indenture and the Debt Securities, including this Security, shall be governed by and construed in accordance with the law of the State of New York.

19. CUSIP Number. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities as a convenience to the Holders of such Securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COMM	-	as tenants in common	UNIF GIFT MIN ACT -
TEN ENT	-	as tenants by the entities	_____ Custodian _____
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) Under Uniform Gifts to Minors Act _____ (State)

Additional abbreviations may also be used though not in the above list.

_____

Social Security or taxpayer I.D. or other identifying number of assignee.

_____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

---

(name and address of assignee)

the within Security and all rights thereunder, hereby irrevocably constituting and appointing _____, attorney to transfer said Security on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE WITHIN INSTRUMENT IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER. THE SIGNATURE(S) SHOULD BE GUARANTEED BY A COMMERCIAL BANK OR TRUST COMPANY, A MEMBER ORGANIZATION OF A NATIONAL STOCK EXCHANGE OR BY SUCH OTHER ENTITY WHOSE SIGNATURE IS ON FILE WITH AND ACCEPTABLE TO THE TRANSFER AGENT.

Exhibit 5.1

[Frontier Corporation Letterhead]

September 17, 1998

Frontier Corporation
Board of Directors
180 South Clinton Avenue
Rochester, New York 14646

Ladies and Gentlemen:

I am the Senior Vice President and General Counsel of Frontier Corporation, a New York business corporation (the "Company"), and am delivering this opinion letter in connection with (i) its registration statement on Form S-3 (the "Registration Statement") declared effective by the Securities and Exchange Commission on January 30, 1996 (File No. 33-64307) relating to the proposed public offering of up to $500,000,000 in aggregate amount of one or more series of (A) unsecured debt securities (the "Debt Securities"), (B) Class A Preferred Stock, $100.00 par value (the "Class A Preferred Stock"), (C) Cumulative Preferred Stock, $100.00 par value (the "Cumulative Preferred Stock"; the Class A Preferred Stock and Cumulative Preferred Stock are hereinafter collectively preferred to as the "Preferred Shares"); (D) common stock, $1.00 par value (the "Common Shares"), or (E) warrants to purchase Common Shares (the "Securities Warrants" and, together with the Debt Securities, Preferred Shares and Common Shares, the "Securities"), all of which Securities may be offered and sold by the Company from time to time as set forth in the prospectus which forms a part of the Registration Statement (the "Prospectus"), and as to be set forth in one or more supplements to the Prospectus (each, a "Prospectus Supplement"), and (ii) that certain Prospectus Supplement (the "Debt Offering Prospectus Supplement") relating to the offering of $200,000,000.00 of 6% Dealer remarketable securitiesSM Notes due 2013 (the "Notes"). This opinion letter is furnished to you at your request to enable you to fulfill the requirements of Item 601(b)(5) of Regulation S-K, 17 C.F.R. 229.601(b)(5), in connection with the Registration Statement, and is limited to the issuance of the Notes.

For purposes of this opinion letter, I have examined copies of the following documents:

A. An executed copy of the Registration Statement;

B. The Debt Offering Prospectus Supplement;

C. A copy of the Officer's Certificate establishing the terms of the Notes;

D. The Company's Amended and Restated Certificate of Incorporation, as amended, as certified by the Secretary of the Company on the date hereof as then being complete, accurate and in effect;

E. The Bylaws of the Company, as certified by the Secretary of the Company on the date hereof as then being complete, accurate and in effect;

F. Resolutions of the Board of Directors of the Company adopted on September 18, 1995, March 21, 1997, and August 24, 1998, as certified by the Secretary of the Company on November 15, 1995, May 14, 1997, and September 17, 1998, respectively, as then being complete, accurate and in effect, relating to the filing of the Registration Statement, the offering of the Notes, and related matters.

G. The Indenture, dated as of May 21, 1997, as supplemented by the First Supplemental Indenture dated as of December 8, 1997, between the Company and The Chase Manhattan Bank (the "Trustee"), as trustee (the "Indenture").

The documents listed in items A-G above are collectively referred to as the "Documents".

In rendering this opinion, I have assumed, without independent verification, that: (i) all signatures are genuine; (ii) all Documents submitted to me as originals are authentic; and (iii) all Documents submitted to me as copies conform to the originals of such Documents. My review has been limited to examining the Documents and applicable law.

Based upon, and subject to and limited by the foregoing, I am of the opinion that, as of the date hereof, when the Notes have been (a) executed by the Company as provided in the Indenture, (b) duly authenticated by the Trustee, and (c) duly executed and delivered on behalf of the Company against payment therefor as contemplated by the Debt Offering Prospectus Supplement, the Notes will constitute binding obligations of the Company, enforceable in accordance with their terms (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights from time to time in effect, and as may be limited by the exercise of judicial discretion and the application of principles of equity, including, without limitation, requirements of good faith, fair dealing, conscionability and materiality).

To the extent that the obligations of the Company under the Indenture may be dependent upon such matters, I have assumed for purposes of this opinion that the Trustee is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; that the Trustee is duly qualified to engage in the activities contemplated by the Indenture; that the Indenture has been duly authorized, executed and delivered by the Trustee and constitutes the legally valid and binding obligation of the Trustee enforceable against the Trustee in accordance with its terms; that the Trustee is in compliance, with respect to acting as a trustee under the Indenture, with all applicable laws and regulations; and that the Trustee has the requisite organizational and legal power and authority to perform its obligations under the Indenture.

The opinion expressed above shall be understood to mean only that (i) if there is a default in performance of an obligation, (ii) if a failure to pay or other damage can be shown, and (iii) if the defaulting party can be brought into a court which will hear the case and apply the governing law, then, subject to the availability of defenses and to the exceptions set forth in the opinion, the court will provide a money damage (or perhaps injunctive or specific performance) remedy.

I assume no obligation to advise you of any changes in the foregoing subsequent to the delivery of this opinion letter.

I hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Company's Current Report on Form 8-K, and to the use of my name in the Debt Offering Prospectus Supplement under the caption "LEGAL MATTERS".

Very truly yours,

/s/ Martin T. McCue

Martin T. McCue
Senior Vice President and General Counsel

Exhibit 8.1

LAW OFFICES
JAFFE, RAITT, HEUER & WEISS
PROFESSIONAL CORPORATION
SUITE 2400
ONE WOODWARD AVENUE
DETROIT, MICHIGAN 48220 SOUTHFIELD

TELEPHONE (313) 961-8380
TELEFACSIMILE (313) 961-8358

September 18, 1998

Frontier Corporation
180 South Clinton Avenue
Rochester, New York 14646-7000

Re: Prospectus Supplement, dated September 16, 1998, for $200,000,000 of 6% Dealer remarketable securities/SM/ (the "Notes") of Frontier Corporation, a New York corporation (the "Company")

Ladies and Gentlemen:

We have acted as counsel for the Company in connection with the issuance and sale by the Company of $200,000,000 aggregate principal amount of the Notes. In connection with the Prospectus Supplement to be filed by you on or about September 18, 1998 with the Securities and Exchange Commission, you have requested our opinion concerning the discussion in the Prospectus Supplement under the heading "Certain United States Federal Income Tax Considerations".

In our capacity as special counsel to the Company, we have examined and relied upon the following documents:

1. The registration statement of the Company on Form S-3, Registration No. 33-64307 (the "Registration Statement"), and the Prospectus constituting a part thereof, dated January 26, 1996, relating to the issuance from time to time of up to $500,000,000 aggregate principal amount of securities pursuant to Rule 415 promulgated under the Securities Act of 1933, as amended (the "1933 Act"); and

2. The Prospectus Supplement, dated September 16, 1998, to the above-referenced Prospectus relating to the Notes and filed with the Securities and Exchange Commission pursuant to Rule 424 promulgated

under the 1933 Act (the "Prospectus Supplement").

You have requested our opinion regarding certain federal income tax matters in connection with the offering of the Notes. The terms of the Notes are described in the Prospectus Supplement.

We are of the opinion that the discussion in the Prospectus Supplement under the heading "Certain United States Federal Income Tax Considerations" fairly summarizes the material Federal income tax considerations discussed in it.

Other than as expressly stated above, we express no opinion on any issue relating to the Company.

JAFFE, RAITT, HEUER & WEISS

We hereby consent to the filing of this opinion as an exhibit on the Current Report on Form 8-K to be filed by the Company with the Securities and Exchange Commission on or about September 18, 1998.

Very truly yours,

JAFFE, RAITT, HEUER & WEISS
Professional Corporation

/s/ William E. Sider

William E. Sider