

Windstream Pension Plan

Summary Plan Description
For Certain Bargaining Unit Employees

January 1, 2017

CWA 7470

This Summary Plan Description does not contain all of the technical details and legal expressions contained in the Plan document. Any discrepancies between this Summary Plan Description and the formal Plan document will be resolved in favor of the formal Plan document.

- THE REST OF THIS PAGE IS INTENTIONALLY BLANK -

WINDSTREAM PENSION PLAN

Table of Contents

Introduction	4	Members Who Are Not Married	22
Contact Information	4	Maximum Benefit	23
Eligibility and Enrollment	5	Reemployment	23
September 17, 2017 Transition under 2017 Transition Choice Program	5	Nonalienation of Benefits	23
January 1, 2019 Transition from the Plan	6	Qualified Domestic Relations Orders	24
2013 Election Not to Participate in the Plan under Retirement Choice Program	6	Social Security Payments	24
Contributions	7	Applying for a Pension	24
Pension Formula (Eligible Union Employees)	7	Administration and Funding of the Plan	25
Continuous Service	7	Amendment and Termination of the Plan	25
Breaks in Service (Continuous Service)	8	Uniformed (Military) Service	25
Credited Service	8	Electronic Communication	26
Net Credited Service	9	Receiving Less Than You Expected	26
Pension Band	9	Claims Procedure	27
Table of Monthly Retirement Benefits	11	Statement Of PBGC Guarantees And Limitations	29
When You May Retire	12	Statement of ERISA Rights	30
Normal Retirement	12	Plan Data	31
Early Retirement	12		
Deferred Retirement	12		
Mandatory Commencement of Benefit	12		
How Your Benefit Is Computed	12		
Normal Retirement	12		
Early Retirement	14		
If You Leave Windstream Before Retirement	15		
Forms of Benefit Payment	19		
How Payments Are Made	20		
If You Die Before Retirement	21		
Married Members	21		

WINDSTREAM PENSION PLAN SUMMARY PLAN DESCRIPTION

This Summary Plan Description ("SPD") provides a summary of the employee benefits included in the Windstream Pension Plan (effective as of January 1, 2017) (the "Plan"). If you were a participant in the Alltel Corporation Pension Plan (the "prior Alltel Plan") and your benefit was transferred to the Plan as part of the spinoff of Alltel's wireline business to Windstream, you automatically became a Member in the Plan when your benefit was transferred from the prior Alltel Plan.

Generally, this SPD applies to you if you are actively employed on or after January 1, 2017. If your employment terminated or if you retired before January 1, 2017, your rights and benefit amounts generally are described in earlier SPDs. This SPD has been prepared specifically for employees of Windstream Nebraska, Inc. who are covered by the terms of a collective bargaining agreement with the Communication Workers of America Local 7470 (the "Nebraska CBA"). Separate SPDs have been prepared for other Windstream employees, including those who are not covered by a collective bargaining agreement.

Except in limited circumstances (*e.g.*, see "Qualified Domestic Relations Order" section below), your pension is for the exclusive benefit of you and your spouse upon retirement. As such, it is generally not subject to the claims of creditors. Also, you may not borrow against your pension benefit or pledge it as collateral.

This SPD summarizes the most important features of the Plan. Please note that any summary of the Plan is subject to the actual terms of the Plan as set forth in the executed Plan documents. This SPD is intended to be only an outline and does not modify the actual Plan document, which is available for your inspection through the Plan Administrator. This SPD fulfills disclosure requirements of the Employee Retirement Income Security Act of 1974 and describes the Plan including the most recent changes.

CONTACT INFORMATION



If you need assistance in understanding a provision of the Windstream Pension Plan, please contact a Merrill Lynch Service Representative at 1-800-228-4015 or visit our Benefits Online website at www.benefits.ml.com.

ELIGIBILITY AND ENROLLMENT

Immediately prior to the closing of membership in the Plan, you joined the Plan as a Member after you met all of the following requirements:

- you affirmatively and irrevocably elected to participate in the Plan (and not to participate in the Windstream 401(k) Matching Program under the Windstream 401(k) Plan),
- you attained age 21 and are a bargaining unit employee covered by the Nebraska CBA, and
- you had been a regularly scheduled Windstream employee for at least 12 consecutive months, or you had completed one year of Continuous Service (see the Continuous Service section later in this SPD for additional information).

Your membership began or begins automatically on the first day of January or July coinciding with or following the date you met the eligibility requirements.

Persons who are not eligible include leased employees, persons who do not receive regular stated compensation (pensions, severance pay, retainers, and fees under contract are not regular stated compensation); and employees for whom an applicable collective bargaining agreement does not provide for eligibility to participate. Further, you are not eligible to join the Plan as a Member or to continue as a Member (i) if you were hired after October 31, 2013 and prior to October 16, 2016 and irrevocably elected not to participate in the Plan, (ii) if you were transferred into employment covered by the Nebraska CBA on or after October 31, 2013 and prior to October 16, 2016 and irrevocably elected not to participate in the Plan, (iii) if you were hired on or after October 16, 2016, (iv) if you were transferred into employment covered by the Nebraska CBA on or after October 16, 2016, (v) if you were hired on or before October 31, 2013 and irrevocably elected during the first quarter of 2014 not to continue to participate in the Plan effective March 31, 2014, (vi) if you were hired before October 16, 2016 and irrevocably elected during mid-2017 not to continue to participate in the Plan effective September 16, 2017, or (vii) on or after January 1, 2019 (for purposes of clarity, active membership in the Plan will end and accruals will cease for all Members effective December 31, 2018 or such earlier date as described above).

If you were a participant in the "prior Alltel Plan" and your benefit was transferred to the Plan as part of the spinoff of Alltel's wireline business to Windstream, you automatically became a Member in the Plan when your benefit was transferred from the prior Alltel Plan. Your Continuous Service under the Plan includes your Continuous Service under the prior Alltel Plan.

SEPTEMBER 17, 2017 TRANSITION UNDER 2017 TRANSITION CHOICE PROGRAM

Any employee who is covered by the Nebraska CBA and who was hired before October 16, 2016 and is eligible to participate in the Plan, has or will be given a one-time, irrevocable opportunity in mid-2017 to transition from the Plan to the Windstream 401(k) Matching Program effective September 17, 2017. If pursuant to that transition choice program, you elect or elected to transition to the Windstream 401(k) Matching Program effective September 17, 2017, your active membership in the Plan will end on September 16, 2017, and the following will apply:

*Windstream Pension Plan
Nebraska Bargaining Employees – CWA 7470
January 1, 2017*

- Your benefit under the Plan will be based on the Plan's formula in effect as of September 16, 2017 and your years of **Credited Service** through September 16, 2017.
- Your benefit earned through September 16, 2017 is payable as described in this summary plan description, including the following:
 - You will continue to earn Eligible Service after September 16, 2017 for vesting purposes.
 - You will continue to earn Continuous Service after September 16, 2017 for purposes of determining your eligibility to commence your benefit before age 65.
 - You will continue to earn Net Credited Service after September 16, 2017 for purposes of determining your eligibility for early retirement.
- If you die before retirement, any survivor benefits will be based on the benefit you earned through September 16, 2017.

JANUARY 1, 2019 TRANSITION FROM THE PLAN

Any employee who is covered by the Nebraska CBA, was hired before October 16, 2016, and is an active Member in the Plan effective as of December 31, 2018 will transition to the Windstream 401(k) Matching Program effective January 1, 2019. If you are transitioned from the Plan to Windstream 401(k) Matching Program effective January 1, 2019, your active membership in the Plan will end on December 31, 2018, and the following will apply:

- Your benefit under the Plan will be based on the Plan's formula in effect as of December 31, 2018 and your years of **Credited Service** through December 31, 2018.
- Your benefit earned through December 31, 2018 is payable as described in this summary plan description, including the following:
 - You will continue to earn Eligible Service after December 31, 2018 for vesting purposes.
 - You will continue to earn Continuous Service after December 31, 2018 for purposes of determining your eligibility to commence your benefit before age 65.
 - You will continue to earn Net Credited Service after December 31, 2018 for purposes of determining your eligibility for early retirement.
- If you die before retirement, any survivor benefits will be based on the benefit you earned through December 31, 2018.

2013 ELECTION NOT TO PARTICIPATE IN THE PLAN UNDER RETIREMENT CHOICE PROGRAM

Any employee who is covered by the Nebraska CBA and who was hired on or before October 31, 2013, was given a one-time, irrevocable opportunity during the first quarter of 2014 to continue active membership in the Plan or to participate in the Windstream 401(k) Matching Program. If pursuant to that retirement choice program, you elected to participate in Windstream 401(k) Matching Program, your active membership in the Plan ended on March 31, 2014, and the following will apply:

- Your benefit under the Plan will be based on the Plan’s formula in effect as of March 31, 2014 and your years of **Credited Service** through March 31, 2014.
- Your benefit earned through March 31, 2014 is payable as described in this summary plan description, including the following:
 - You will continue to earn Eligible Service after March 31, 2014 for vesting purposes.
 - You will continue to earn Continuous Service after March 31, 2014 for purposes of determining your eligibility to commence your benefit before age 65.
 - You will continue to earn Net Credited Service after March 31, 2014 for purposes of determining your eligibility for early retirement.
- If you die before retirement, any survivor benefits will be based on the benefit you earned through March 31, 2014.

CONTRIBUTIONS

The entire cost of your Plan is paid by Windstream. Employee contributions are not required.

PENSION FORMULA (ELIGIBLE UNION EMPLOYEES)



Your pension benefit is based on several factors, generally determined as of the date your active membership in the Plan ends, or, for certain factors, the date your employment with Windstream ends. These factors are duration of membership as determined by continuous service and breaks in continuous service, credited service, pension band, table of monthly retirement benefits, accruals under a different pension formula, and age at retirement.

Continuous Service

Continuous Service is used to determine your eligibility to join the Plan as a Member and to rejoin the Plan as a Member after a Break in Service. It is also used in determining when you have earned a permanent right to your pension, commonly known as *vesting*.

- Regularly Scheduled Employees

Continuous Service is earned by all regularly scheduled employees and includes all of your active service, regardless of the number of hours worked. Continuous Service for a Regularly Scheduled Employee will be at least the Continuous Service using the method described below for “All Other Employees”.

- All Other Employees

You will earn a year of Continuous Service if you work 1,000 hours during the first 12 consecutive months that follow your first day of employment. For purposes of the Plan, these hours include time for which you are paid, or entitled to be paid, for your work with Windstream.

Should you work less than 1,000 hours during your first 12 months of employment, you will earn one year of Continuous Service if you work 1,000 hours during your first full calendar year of employment.

In either case, you will be credited with a year of Continuous Service for each calendar year thereafter in which you work at least 1,000 hours.

When you have completed five years of Continuous Service after your 18th birthday, you will have earned a permanent right to receive a retirement benefit. This is known as your *Vested Retirement Benefit*.

The Plan recognizes all prior Continuous Service under the prior Alltel Plan (including the Aliant Plan before it was merged into the prior Alltel Plan) if your benefit under the prior Alltel Plan was transferred to the Plan as part of the spinoff of Alltel's wireline business to Windstream.

Even if your active membership under the Plan has ended (*e.g.*, you elected to participate in the Windstream 401(k) Matching Program effective April 1, 2014 or September 17, 2017 or you were or are transitioned to the Windstream 401(k) Matching Program effective January 1, 2019), you will continue to earn Continuous Service after the date your active membership has ended.

Breaks in Service (Continuous Service)

Your years of *Continuous Service* can be adversely affected by a *Break in Service*. This can occur if you quit, are discharged for any reason, or fail to return to work after an approved leave of absence. However, if you are not a regularly scheduled employee, a one-year Break in Service may occur even though you do not actually leave Windstream. For you, a Break in Service occurs when you work less than 500 hours during any calendar year.

A Break in Service will not affect previous service if your number of years of previous Continuous Service exceeds the number of your one-year Breaks in Service or if the Break in Service was a period of less than five years. Also, a Break in Service will not affect any portion of your benefit that is vested.

To begin earning Continuous Service after a Break in Service, you must work at least 1,000 hours in a calendar year or be a regularly scheduled employee.

Credited Service

Credited Service, used in determining the amount of your pension benefit, generally is earned during the time you are an employee with Windstream in a subsidiary that is a participating employer in the Plan, but not later than the date your active membership in the Plan has ended. In particular, you will not earn additional Credited Service after your active membership under the Plan has ended (*i.e.*, after March 31, 2014 if you elected to participate in the Windstream 401(k) Matching Program pursuant to the 2013 Retirement Choice Program, after September 16, 2017 if you elected to transition to the Windstream 401(k) Matching Program pursuant to the 2017 Transition Choice Program, or after December 31, 2018 if you were or are automatically transitioned to the Windstream 401(k) Matching Program effective January 1, 2019).

You receive one year of Credited Service for each eligible year for which you are a full-time employee or work at least 2,080 hours. If you are not a full-time employee and you work less than 2,080 hours, you will receive partial credit for that year, based on the ratio of the number of hours actually completed to 2,080 hours. For purposes of the Plan, these hours include time for which you are paid, or entitled to be paid, for your work with Windstream in a subsidiary that is a participating employer in the Plan.

For example, if you work 1,040 hours, you receive 1/2 of a year of Credited Service. If you work 208 hours, then 1/10 of a year is credited to you.

As long as you remain employed with Windstream, you will not lose credit for your earned years of Credited Service – even if you work less than 500 hours in a year. If your employment ends and you are reemployed with Windstream, your previous Credited Service (if it was for at least six consecutive months) will be restored after working two years if you left Windstream within the last three years; after working three years if you left Windstream for three years but less than four years; after working four years if you left Windstream for four years but less than five years; or after working five years if you left Windstream for five or more years. This applies only to the extent this Credited Service has not previously been restored. See additional rules under the Reemployment section of this SPD.

In addition, while you are on an approved leave of absence of 30 days or less, the number of hours that you normally would have worked will be fully credited to full-time employees. While you are on an approved leave of absence, Windstream may under uniform rules credit you with hours of service for up to six months of leave. You may also receive credit for time spent on leave of absence with the U.S. Armed Forces.

The Plan recognizes all prior Credited Service under the prior Alltel Plan (including the Aliant Plan before it was merged into the prior Alltel Plan) if your benefit under the prior Alltel Plan was transferred to the Plan as part of the spinoff of Alltel's wireline business to Windstream.

Net Credited Service

Used to determine eligibility for early retirement, *Net Credited Service* is service as an employee with Windstream. It begins on your first day of employment with Windstream and ends when you leave Windstream for any reason. Net Credited Service is subject to adjustments for certain absences. However, if you later rejoin Windstream, your previous years of Net Credited Service (if it was for at least six consecutive months) will be restored after working two years if you left Windstream within the last three years; after working three years if you left Windstream for three years but less than four years; after working four years if you left Windstream for four years but less than five years; or after working five years if you left Windstream for five or more years. This applies only to the extent this Net Credited Service has not previously been restored. See additional rules under the Reemployment section of this SPD.

The Plan recognizes all prior Net Credited Service under the prior Alltel Plan (including the Aliant Plan before it was merged into the prior Alltel Plan) if your benefit under the prior Alltel Plan was transferred to the Plan as part of the spinoff of Alltel's wireline business to Windstream.

Even if your active membership under the Plan has ended (*e.g.*, you elected to participate in the Windstream 401(k) Matching Program effective April 1, 2014 or September 17, 2017 or you were or are transitioned to the Windstream 401(k) Matching Program effective January 1, 2019), you will continue to earn Net Credited Service after the date your active membership has ended.

Pension Band

Pension Bands have been assigned to all job classifications included in the Labor Agreement. Your Pension Band will be used in the calculation of your pension.

Your Pension Band generally will be determined as of the date your active membership has ended (e.g., March 31, 2014 if you elected to participate in the Windstream 401(k) Matching Program pursuant to the 2013 Retirement Choice Program, September 16, 2017 if you elected to transition to the Windstream 401(k) Matching Program pursuant to the 2017 Transition Choice Program, or December 31, 2018 if you were or are automatically transitioned to the Windstream 401(k) Matching Program effective January 1, 2019).

Listed in Table 1 are the job classifications and their assigned Pension Bands.

Table 1
Pension Band Classifications
(In Effect as of January 1, 2017)

Job Classification	Pension Band
Building Maintenance Mechanic	18
Business Systems Technician I (formerly Small Systems Technician)	16
Business Systems Technician II (formerly Large Systems Technician)	19
Cable Technician	18
Clerk-(formerly Clerk-Typist)	7
Construction Technician (formerly Technician-Network Construction)	18
Customer Service Technician (formerly Technician-Customer Fulfillment)	18
Frame Attendant	8
Materials Distribution Specialist	10
Retail Sales Consultant	11
Service Representative (including Business Sales Service Representative)	9
Special Service Test Technician (formerly Tech.-Service Assurance)	18
Technician – Digital Services	18
Technician – Network Switching	18
Technician – Network Transport	18
Utility Service Attendant	7
Wire Installation Technician	7

If you are promoted or transferred to a job classification with a higher Pension Band and have completed 60 months in the higher classification prior to retirement or cessation of active membership, then all your years will be calculated at the higher Pension Band.

If you have not completed 60 months of service in the higher job classification prior to retirement or cessation of active membership, then only the months worked in the higher job classification are calculated at the higher Pension Band, and all prior years are calculated at the lower Pension Band. If you are demoted or transferred to a job classification in a lower Pension Band and Credited Service in the higher Pension Band was more than 60 months, your pension calculation will be at the higher Pension Band

rates as in effect at the time of demotion or transfer until the benefit of the lower Pension Band produces a higher benefit.

If your credited service in the higher band was less than 60 consecutive months, the benefit for that portion of your credited service shall be the greater of the higher Pension Band rates as in effect at the time of demotion or transfer, or the current monthly benefit of the lower band. The remaining portion of your credited service will be determined using the Pension Band rates of the lower Pension Band.

Table of Monthly Retirement Benefits

The following table contains monthly retirement values per year of credited service for each Pension Band. The three columns in the table identify rates to be multiplied by the applicable number of years of Credited Service.

- The rates in the first column are for the first 25 years or portion thereof.
- The rates in the second column are for the next five years or portion thereof.
- The rates in the third column are for only the years in excess of 30.

Retirements Due to Termination of Employment on or after January 1, 2007			
Pension Band	First 25 Years (Rate 1)	Years 25.001 Through 30 (Rate 2)	Years After 30.001 (Rate 3)
1-6	no longer used	no longer used	no longer used
7	34.87	36.64	38.38
8	36.06	37.86	39.69
9	37.25	39.11	40.96
10	38.39	40.36	42.24
11	39.57	41.58	43.55
12	40.74	42.79	44.81
13	41.94	44.02	46.13
14	43.14	45.25	47.41
15	44.26	46.49	48.69
16	45.44	47.74	49.99
17	46.62	48.93	51.30
18	47.79	50.20	52.55
19	48.94	51.40	53.87
20	50.14	52.65	55.19
21	51.32	53.91	56.45

Your Table of Monthly Retirement Benefits generally will be determined as of the date your active membership has ended (*e.g.*, March 31, 2014 if you elected to participate in the Windstream 401(k) Matching Program pursuant to the 2013 Retirement Choice Program, September 16, 2017 if you elected to transition to the Windstream 401(k) Matching Program pursuant to the 2017 Transition Choice

Program, or December 31, 2018 if you were or are automatically transitioned to the Windstream 401(k) Matching Program effective January 1, 2019).

WHEN YOU MAY RETIRE



Normal Retirement

As a Member of the Pension Plan, you may retire with a monthly Normal Retirement Benefit as of the first day of the calendar month next following your attaining age 65 or, if later, when you either complete five years of continuous service or reach your fifth anniversary of when you became a Member. This is known as your *Normal Retirement Date*.

Early Retirement

Your Pension Plan provides you the opportunity to retire early if

- you are at least age 55 with a minimum of 20 years of Net Credited Service
or
- you are at least age 50 with a minimum of 25 years of Net Credited Service
or
- you have completed a minimum of 30 years of Net Credited Service, no matter what age you are

Deferred Retirement

You may choose to continue working past your Normal Retirement Date. In this case, your pension payments will begin after you retire. Please note, however, the "Mandatory Commencement of Benefit" section below.

Mandatory Commencement of Benefit

Even if you are still employed, you must begin receiving your pension by April 1st of the calendar year following the year you attain age 70 1/2.

HOW YOUR BENEFIT IS COMPUTED



Normal Retirement

Retirement Benefits are calculated by a formula based on your Credited Service, Pension Band, and the Table of Monthly Retirement Benefits which generates your Base Benefit. This Base Benefit is not necessarily the benefit payment you will receive. It is your benefit amount before adjustment to reflect the form of payment you choose to receive.

Benefit Formula Example (Normal Retirement)

Let's assume you are a Customer Service Technician with 29 years of Credited Service and did not participate in the Windstream 401(k) Matching Program prior to your retirement to illustrate the steps necessary to calculate a Base Benefit.

- | | |
|---|-------------------|
| 1. Retirement date | December 31, 2018 |
| 2. Credited Service as of the retirement date | 29 years |

3. Pension Band for your job classification Band 18
4. Refer to the table of Monthly Retirement Benefits to find the monthly retirement values for your Pension Band Rate 1 = \$47.79
Rate 2 = \$50.20
Rate 3 = \$52.55
5. Multiply the value in Rate 1 times your number of years of Credited Service up to 25 years $\$47.79 \times 25 = \$1,194.75$
6. Multiply the value in Rate 2 times your years of Credited Service in excess of 25 but not over 30 $\$50.20 \times 4 = \200.80
7. Multiply the value in Rate 3 times your number of years of Credited Service in excess of 30 $\$52.55 \times 0 = \0.00
8. Add your answers from steps 5, 6, and 7 together and round to the nearest five cents. This results in your monthly Base Benefit payable at your normal retirement. This amount may be adjusted to reflect the form of the payment you select.

\$1,194.75
200.80
0.00
(rounded) \$1,395.55

To calculate your pension benefit if you are in a different job classification and Pension Band, the steps are the same, but the results of most steps will differ. Please also note the information provided in the Table of Minimum Normal Monthly Retirement Benefits.

Table of Minimum Normal Monthly Retirement Benefits

If you have completed 20 or more years of Credited Service when you retire or, if earlier, when your active membership ended, your monthly Normal Retirement Base Benefit will not be less than the amount shown in the following table unless you have been a part-time employee.

Total Years of Credited Service		Minimum Monthly Benefit
At Least	But Less Than	
20 years	21 years	\$152.50
21 years	22 years	162.50
22 years	30 years	170.00
30 years	40 years	180.00
40 or more years		190.00

If you have completed 15 but less than 20 years of Credited Service when you retire or, if earlier, when your active membership ended, your monthly Normal Retirement Base Benefit will not be less than \$7.50 times your years of Credited Service.

Your Normal Retirement Base Benefit generally will be determined as of the date your active membership has ended (e.g., March 31, 2014 if you elected to participate in the Windstream 401(k) Matching Program pursuant to the 2013 Retirement Choice Program,

September 16, 2017 if you elected to transition to the Windstream 401(k) Matching Program pursuant to the 2017 Transition Choice Program, or December 31, 2018 if you were or are automatically transitioned to the Windstream 401(k) Matching Program effective January 1, 2019).

Early Retirement

If you retire when eligible for early retirement, you may begin your retirement before your Normal Retirement Date.



Benefit Formula

Your Base Benefit will be calculated in the same manner as a Normal Retirement Benefit. Your years of Continuous Service generally will be determined as of your Early Retirement Date. Your Credited Service and your Pension Band generally will be determined as of the date your active membership has ended (*e.g.*, March 31, 2014 if you elected to participate in the Windstream 401(k) Matching Program pursuant to the 2013 Retirement Choice Program, September 16, 2017 if you elected to transition to the Windstream 401(k) Matching Program pursuant to the 2017 Transition Choice Program, or December 31, 2018 if you were or are automatically transitioned to the Windstream 401(k) Matching Program effective January 1, 2019).

If you begin receiving benefits before age 55 (see *When You May Retire* in this section) and you have not completed 30 years of Net Credited Service, your Base Benefit will be permanently reduced by 1/2 of 1% (0.5%) for each full or partial month that you receive benefits before your 55th birthday (unless retirement is caused by disability).

The minimum Early Retirement Benefit is \$110 a month until you reach your Normal Retirement Date. Then it increases to the amount shown in the Table of Minimum Normal Retirement Benefits.

Benefit Formula Example (Early Retirement)

Let's assume you are an Utility Service Attendant to illustrate the steps necessary to calculate a Base Benefit. Let's also assume that you were born on February 1, 1964, retired on June 1, 2018, at age 54 with 25 years of Credited Service, and did not participate in the Windstream 401(k) Matching Program prior to your retirement. At that time, you have 26 years and four months of Net Credited Service. Your Credited Service of 25 years is less than your Net Credited Service because you worked part-time for three years early in your career. The calculation for early retirement pension is the same as the calculation for normal retirement, but there are two additional steps.

- | | |
|--|--|
| 1. Retirement date | June 1, 2018 |
| 2. Credited Service as of the selected retirement date | 25 years |
| 3. Pension Band for your job classification | Band 7 |
| 4. Refer to the table of Monthly Retirement Benefits to find the monthly retirement values for your Pension Band | Rate 1 = \$34.87
Rate 2 = \$36.64
Rate 3 = \$38.38 |
| 5. Multiply the value in Rate 1 times your number | |

- | | |
|--|---|
| of years of Credited Service up to 25 years | \$34.87 x 25 = \$871.75 |
| 6. Multiply the value in Rate 2 times your years of Credited Service in excess of 25 but not over 30 | \$36.64 x 0 = \$0.00 |
| 7. Multiply the value in Rate 3 times your number of years of Credited Service in excess of 30 | \$38.38 x 0 = \$0.00 |
| 8. Add your answers from steps 5, 6, and 7 together and round to the nearest five cents. This results in your monthly Base Benefit payable at your Normal Retirement Age. This amount may be adjusted to reflect the form of the payment you select. | $\begin{array}{r} \$871.75 \\ 0.00 \\ \hline 0.00 \\ \text{(rounded)} \ \$871.75 \end{array}$ |
| 9. Your Base Benefit will be reduced by 1/2 of 1% for each month you receive benefits prior to age 55. (In this example you will receive benefits 8 months prior to your 55th birthday.) | 0.005 x 8 x \$871.75 = \$34.87 |
| 10. Subtract step 9 from step 10 and round to the nearest five cents to calculate final monthly retirement benefit payable at your early retirement. This amount may be adjusted to reflect the form of payment you select. | $\begin{array}{r} \$871.75 \\ - \ 34.87 \\ \hline \text{(rounded)} \ \$836.90 \end{array}$ |

Since the Base Benefit formula results in a higher benefit than the minimum \$110 per month, you would be entitled to a monthly Base Benefit of \$836.90 each month payable beginning at age 54 and four months.

IF YOU LEAVE WINDSTREAM BEFORE RETIREMENT



Although you must be at least age 21 to join the Plan, all your years of Continuous Service after your 18th birthday will be recognized for the purposes of *vesting*. You will become vested in the Plan when you have completed five years of such Service.

Once you are vested, even though your employment may then end for reasons other than retirement, disability, or death, you will have a permanent right to the full amount of the retirement benefits which have been accumulated. This benefit is known as your *Vested Retirement Benefit*.

Even if your active membership under the Plan has ended (*e.g.*, you elected to participate in the Windstream 401(k) Matching Program effective April 1, 2014 or September 17, 2017 or you were or are transitioned to the Windstream 401(k) Matching Program effective January 1, 2019), you will continue to earn Continuous Service after the date your active membership has ended for purposes of vesting.

Benefit Formula

The formula used to determine this benefit is the same as the one used to calculate your Normal Retirement Benefit. In this case, however, your Credited Service, Pension Band, and the Table of Monthly Retirement Benefits generally will be determined as of the time your employment ends or, if earlier, the date your active membership has ended (*e.g.*, March 31, 2014 if you elected to participate in the Windstream 401(k) Matching Program pursuant to the 2013 Retirement Choice Program, September 16, 2017 if you elected to

transition to the Windstream 401(k) Matching Program pursuant to the 2017 Transition Choice Program, or December 31, 2018 if you were or are automatically transitioned to the Windstream 401(k) Matching Program effective January 1, 2019).

If you would have completed at least 15 years of Credited Service by your Normal Retirement Date, the minimum monthly amount of Vested Retirement benefit that you may receive is determined as follows:

Step 1 - Multiply \$7.50 by the number of years of Credited Service (up to 20 years) you would have had if you had continued to work and earn Credited Service until your Normal Retirement Date.

Step 2 - Multiply the answer to step 1 by your Service Ratio. Your Service Ratio is:

Your years of Credited Service when you leave Windstream or, if earlier, the date your active membership has ended

DIVIDED BY

The Credited Service you would have had if you had worked with Windstream and earned Credited Service until your Normal Retirement Date.

If you would have completed at least 20 years of Credited Service at your Normal Retirement Date, the amount determined by Step 1 is derived from the Table of Minimum Normal Retirement Benefits and depends on the Credited Service you would have completed on your Normal Retirement Date (if you continued to work and earn Credited Service).

Benefit Formula Example (vested but not Retirement or Early Retirement eligible)

Let's assume you are a Frame Attendant age 45 with 21 years of Credited Service, you did not participate in the Windstream 401(k) Matching Program prior to employment termination, and your employment terminated on June 1, 2018 to illustrate the steps necessary to calculate a Base Benefit.

- | | |
|--|--|
| 1. Age at termination | 45 years |
| 2. Credited Service as of the selected termination date | 21 years |
| 3. Pension Band for your job classification | Band 8 |
| 4. Refer to the table of Monthly Retirement Benefits to find the monthly retirement values for your Pension Band | Rate 1 = \$36.06
Rate 2 = \$37.86
Rate 3 = \$39.69 |
| 5. Multiply the value in Rate 1 times your number of years of Credited Service up to 25 years | \$36.06 x 21= \$757.26 |
| 6. Multiply the value in Rate 2 times your years of Credited Service in excess of 25 but not over 30 | \$37.86 x 0 = \$0.00 |
| 7. Multiply the value in Rate 3 times your number | \$39.69 x 0 = \$0.00 |

of years of Credited Service in excess of 30

8. Add your answers from steps 5, 6, and 7 together and round to the nearest five cents.

\$757.26
0.00
<u>0.00</u>
(rounded) \$757.25

9. To calculate the minimum, compute the total number of years of Credited Service you would have had if you had continued to work and earn Credited Service until your Normal Retirement Date

41

10. Since the answer for item 9 is greater than 20, obtain the corresponding amount from the Table of Minimum Normal Monthly Retirement Benefit (if the answer for item 9 had been at least 15 but less than 20, you would multiply item 9 by \$7.50, or if item 9 had been less 15, you would use 0)

\$190.00

11. Determine your Service Ratio, by dividing the answer to item 2 by the answer for item 9

$21/41 = .5122$

12. To compute your minimum Base Benefit, multiply item 10 by item 11 and round to the nearest five cents

(rounded) $\$190 \times .5122 =$
\$97.30

13. Take the greater of the item 12 or item 8. This results in your monthly Base Benefit payable at your Normal Retirement Age. This amount may be adjusted to reflect the form of the payment you select.

\$757.25

To calculate your pension benefit if you are in a different job classification and Pension Band, the steps are the same, but the results of most steps will differ.

When Payment Begins - Vested Retirement Benefit

Generally, your monthly vested retirement benefit begins when you reach your Normal Retirement Date. However, if at the time your employment ends, you have completed at least 20 years of Continuous Service, you may elect to receive this benefit as early as age 55 (age 50 with 25 years of Continuous Service). If you choose to have your payment begin before age 65, your Base Benefit will be actuarially reduced for early commencement (see the following table).

FACTORS TO BE USED IN DETERMINATION OF ACTUARIAL EQUIVALENCE

Age at Commencement of Benefits	Percentage of Benefit at Normal Retirement Date
50	24.2%

51	26.3
52	28.6
53	31.2
54	34.1
55	37.3
56	40.8
57	44.7
58	49.1
59	54.0
60	59.5
61	65.7
62	72.7
63	80.7
64	89.7

Even if your active membership under the Plan has ended (*e.g.*, you elected to participate in the Windstream 401(k) Matching Program effective April 1, 2014 or September 17, 2017 or you were or are transitioned to the Windstream 401(k) Matching Program effective January 1, 2019), you will continue to earn Continuous Service after the date your active membership has ended for purposes of determining when payments may begin.

Benefit Formula Example (vested - commencing early)

Let's assume you are a Frame Attendant, terminate employment on June 1, 2018 at age 45 with 21 years of Credited Service and 21 years of Continuous Service, and did not participate in the Windstream 401(k) Matching Program. At age 55, you elect to commence your benefit on a reduced basis.

1. Calculate your Base Benefit payable at Normal Retirement Age (see the Normal Retirement section of *How Your Benefit is Computed*) \$757.25
2. Refer to the preceding table (Factors to be Used in Determination of Actuarial Equivalence) to determine the percentage applicable for your age at commencement 37.3%
3. Multiply item 1 by item 2 to calculate your permanently reduced final monthly benefit payable at age 55. This amount may be adjusted to reflect the form of payment you select \$282.45

Therefore, you would be entitled to a monthly Base Benefit of \$282.45 each month payable beginning at age 55.

FORMS OF BENEFIT PAYMENT

Normal Form of Payment

Unless you elect in writing to receive your retirement benefit in another form, your benefit will be paid according to your marital status at the time your benefit payments begin, as follows:

- *Members Who Are Not Married*
You will receive a monthly income for your lifetime in an amount equal to the Base Benefit.
- *Married Members*
If you are married, your Base Benefit will be reduced in order to provide a survivor benefit to your spouse after your death. You will receive the reduced benefit for your lifetime, with 50% of the reduced benefit amount payable following your death to your spouse for your spouse's lifetime. If you have not been married to your spouse for at least one year prior to the date of your death, your spouse will not be entitled to the survivor benefit. This method of payment is known as a Joint and 50% Survivor Annuity. If your spouse dies before you do but after payments begin, you will continue to receive the reduced benefit for your lifetime.

Optional Forms of Payment

You may elect to receive your retirement income in an optional form of payment listed below. Depending on your personal needs, one of the following optional forms of payment may be better for your future plans than the normal form of payment.

- *Life Annuity Option*
You may choose to receive your monthly Base Benefit in full for your lifetime only. No additional benefits will be paid to your survivors. This lifetime annuity option is the same as the Normal Form of Payment for Members who are not married.
- *Joint and 75% Survivor Annuity Option*
If you are married and elect this option, your Base Benefit will be reduced to provide a survivor benefit to your spouse after your death. You will receive the reduced benefit for your lifetime, with 75% of the reduced benefit amount payable following your death to your spouse for your spouse's lifetime. If your spouse dies before you do but after payments begin, you will continue to receive the reduced benefit for your lifetime.
- *Contingent Annuitant's Option*
If you are eligible for and select this option, your Base Benefit will be reduced to provide a survivor benefit to your contingent annuitant after your death. You will receive the reduced benefit for your lifetime, with 1/3rd of the reduced benefit amount payable following your death to your contingent annuitant for your contingent annuitant's lifetime.

You may only choose your spouse or one of your parents as your contingent annuitant.

Your choice of contingent annuitant may not be changed once payments begin. If, after payments begin, your contingent annuitant dies before you do, you will continue to receive your reduced benefit.

The Contingent Annuitant's option is not available if you leave Windstream before you are eligible for early or normal retirement.

- *Single Sum Payment (available beginning July 1, 2017, but only for those employees covered by the Nebraska CBA on or after October 16, 2016)*

If you elect this option, the value of your Base Benefit payable beginning at your Normal Retirement Date or, if later, your pension commencement date will be paid in a single sum payment. No other payments are payable (e.g., to your spouse after your death).

If you do not elect an optional form of payment in writing, you will automatically receive your pension in the Normal Form. If you are married, your spouse must consent to your election of an optional form of payment (other than the Joint and 75% Survivor Annuity option).

Single Sum Payment – Interest Rate and Mortality Table Impact

Keep in mind that the single sum value of your Base Benefit is impacted by both IRS interest rates and the IRS mortality table. An increase in the IRS interest rate used for converting your Base Benefit to a single sum value would result in a decrease in the single sum value, and a decrease in the IRS interest rate would result in an increase in the single sum value. Also, an increase in life expectancies under the IRS mortality table, which is expected to occur in 2018, would result in an increase in the single sum value.

HOW PAYMENTS ARE MADE



Generally, you have the right to defer commencement of your pension until your Normal Retirement Date (or, if later, the date your employment terminates) and benefit payments from the Plan generally are paid in monthly installments at the end of each month. However, you may elect to receive your pension benefit in a single sum payment beginning July 1, 2017, and it automatically will be paid in a single sum payment as described below.

If your benefit has an actuarial present value of \$5,000 or less, the benefit will be "cashed out" by paying its value in a single sum. You may make an election between a cash payment or a direct rollover of your single sum payment. Other payment options are not available.

If the value of your benefit is more than \$1,000 (but \$5,000 or less) and you do not make an election between a cash payment or direct rollover of your single sum payment, an automatic direct rollover of your single sum payment will be made to an IRA. The IRA will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. You will be responsible for fees and expenses of the IRA. For further information regarding the Plan's automatic rollover provisions, IRA provider, and fees and expenses of the IRA, call a Merrill Lynch Service Representative at 1-800-228-4105.

If the present value of your spouse's benefit (if you die before retirement) is \$5,000 or less, the benefit will be paid in a single sum.

If your benefit is to be paid in a single sum payment, you may be able to elect a direct rollover of the payment into an IRA or another employer's plan. If you choose the direct rollover option, your single sum payment will be made by check, payable to the rollover institution.

If you receive your benefit in a single sum, all of your rights to Credited Service and Net Credited Service are cancelled. If you are reemployed by Windstream, you will be considered a new employee for purposes of benefit accrual under the Plan.

IF YOU DIE BEFORE RETIREMENT

If you should die after meeting certain age and service requirements, your spouse (or other contingent annuitant) may be eligible to receive a monthly benefit from the Plan. This benefit will be a portion of the pension benefit you would have received at your retirement date.

If you have retired and are receiving your pension, this section does not apply to you. The provisions governing your form of payment dictate if any benefit is due upon your death.

Married Members

If you are married at the time of your death, the plan provides a Preretirement Survivor Benefit for your spouse if

- you have been married to your spouse during the one year period prior to your death, and
- you have completed 5 years of Continuous Service after reaching age 18 or have reached your normal retirement date, and
- you are not receiving a retirement benefit.

Even if your active membership under the Plan has ended (*e.g.*, you elected to participate in the Windstream 401(k) Matching Program effective April 1, 2014 or September 17, 2017 or you were or are transitioned to the Windstream 401(k) Matching Program effective January 1, 2019), you will continue to earn Continuous Service after the date your active membership has ended for purposes of determining eligibility for the Preretirement Survivor Benefit.

When Preretirement Survivor Benefit is Payable

1. If you die after your normal retirement age, which is generally your 65th birthday, the Preretirement Survivor Benefit for your Spouse starts right away.
2. If you die while currently eligible for Early Retirement, the Preretirement Survivor Benefit for your spouse may start right away or your spouse may elect to defer it until you would have reached age 65.
3. If you die before age 50 but after completing 25 or more years of Continuous Service, your spouse may elect to start the Preretirement Survivor Benefit at any time between the dates you would have reached age 50 and 65.
4. If you die before age 55 but after completing 20 to 24 years of Continuous Service, your spouse may elect to start the Preretirement Survivor Benefit at any time between the dates you would have reached age 55 and 65.
5. Finally, if you die and do not qualify under item 1, 2, 3, or 4 above, the Preretirement Survivor Benefit for your spouse will start when you would have attained age 65.
6. In all cases, your spouse must survive until the Preretirement Survivor Benefit is due to start to receive the benefits. It will not be paid to your spouse's estate or other beneficiaries.

Even if your active membership under the Plan has ended (*e.g.*, you elected to participate in the Windstream 401(k) Matching Program effective April 1, 2014 or September 17, 2017 or you were or are transitioned to the Windstream 401(k) Matching Program effective January 1, 2019), you will continue to earn Continuous Service after the date your active membership has ended for purposes of determining when the Preretirement Survivor Benefit is payable.

Benefit Formula

If the benefit starts right away, your spouse will receive a Preretirement Survivor Benefit for life in the same amount he or she would have received if you had retired on your date of death and taken your pension under the terms of the normal form for married Members.

If the benefit does not start until sometime in the future, your spouse will receive the benefit he or she would have received based on three assumptions:

1. the amount of your Base Benefit on your date of death;
2. you and your spouse surviving until the desired commencement date (which must be on or after the earliest age your benefit could have started); and
3. your retiring at such commencement date and taking your pension under the terms of the Normal Form of Payment for married Members (Joint and 50% Survivor Option).

Example (death after completing requirements for Early Retirement)

Assume you and your spouse are exactly the same age and have been married for more than one year.

Referring to the Early Retirement example and the three assumptions above:

1. Let's suppose you die at age 54 and four months with 26 years and four months of Net Credited Service and a Base Benefit of \$871.75.
2. If you had retired under the 50/25 Early Retirement provision, your Base Benefit reduced for early commencement would be \$836.90.
3. Your monthly benefit under the Normal Form of Payment for a married Member age 54 with a spouse age 54 would be \$785.60 (\$836.90 times .9387, the actuarial factor for converting a Base Benefit to the Normal Form for a married Member age 54 with a spouse age 54.)

If you die, your spouse's share of this benefit after your death would be one-half (1/2) of the benefit that would have been payable to you at age 54 under the Normal Form of Payment for a married Member. Therefore, in this example, if your spouse elects to receive the Preretirement Survivor Benefit as early as when you would have been age 54 and four months, then your spouse would be eligible to receive 1/2 of \$785.60 or \$392.80 per month for the remainder of your spouse's lifetime.

Members Who Are Not Married

If you are not married at the time of your death, the Plan provides a Death Benefit for your contingent annuitant if you are an active employee at the time of your death and

- you have reached age 55 with at least 20 years of Net Credited Service, or
- you have reached age 50 with at least 25 years of Net Credited Service, or

- you have completed 30 or more years of Net Credited Service, regardless of your age.

Your contingent annuitant will receive a benefit equal to the retirement benefit he or she would have received if you had elected Early Retirement beginning on the day of your death and had elected the Contingent Annuitant's Option (see Optional Forms of Payment section of this SPD).

The amount of the Death Benefit for your contingent annuitant would be one-third (1/3) of the benefit amount that would have been payable to you under the Contingent Annuitant's Option.

You may only elect to name one of your parents as the contingent annuitant for this Death Benefit. In order to do so, notify the Pension and Benefits Committee in writing. If you have not named a contingent annuitant, no survivor benefit shall be payable.

Even if your active membership under the Plan has ended (*e.g.*, you elected to participate in the Windstream 401(k) Matching Program effective April 1, 2014 or September 17, 2017 or you were or are transitioned to the Windstream 401(k) Matching Program effective January 1, 2019), you will continue to earn Net Credited Service after the date your active membership has ended for purposes of determining eligibility for the Death Benefit.

MAXIMUM BENEFIT

Certain limitations on maximum pension payments are established from time to time by the Internal Revenue Service. If your pension amount exceeds any such limitation, you will be notified by the Benefits Committee.

REEMPLOYMENT



If you are a former Member who returns to work with Windstream after incurring a Break in Service, the following rules apply:

- You will not be eligible for active membership in the Plan and will not accrue additional benefits under the Plan following your reemployment. You will continue, however, to earn Eligible Service for vesting purposes, Continuous Service for purposes of determining your eligibility to commence your benefit before age 65, and Net Credited Service for purposes of determining your eligibility for early retirement.

- If you were not previously entitled to a Vested Retirement Benefit at the time of your former termination and you subsequently incur a Break in Service that was not greater than five years or the length of your Continuous Service, you will receive credit for your previously earned Continuous Service after completing one year of Continuous Service.

- If you were entitled to a Vested Retirement Benefit at the time of your former termination, once you rejoin the Plan you will be credited with all of your previously earned Continuous Service. Your prior Credited Service and Net Credited Service will also be restored unless you received a single sum payment when you originally left.

NONALIENATION OF BENEFITS

You cannot assign, transfer or attach your benefits nor use them as collateral for a loan. Your benefits can be assigned or attached by others in certain circumstances (*e.g.*, wrongdoing

involving the Plan, offsets for overpayments, and certain domestic relations orders). See also Qualified Domestic Relations Orders below.

QUALIFIED DOMESTIC RELATIONS ORDERS

A "Qualified Domestic Relations Order" is a court order relating to child support, alimony or marital property that assigns all or a portion of your benefit to an alternate payee (*e.g.*, former spouse). Domestic relations orders must be submitted to the Plan for a determination by the Plan Administrator as to whether the orders are qualified. If a domestic relations order is qualified, the Plan Administrator must enforce its terms. Procedures for determining if an order is a qualified domestic relations order are available to you free of charge, at the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com in the Documents Library.

SOCIAL SECURITY PAYMENTS

When you retire, you may receive income from Social Security. This is in addition to your pension from the Plan. Here is a brief review of benefits provided by the law as in effect in 2017.

Social Security is payable in full when you retire at age 65 unless you were born after 1937, in which case unreduced benefits will be payable at later ages up to age 67 for employees born after 1959. Your spouse receives 50% of your benefit, if also of full retirement age. Reduced amounts are payable in either case as early as age 62.

Social Security pays income benefits to you and eligible dependents if you are disabled. Also, benefits are payable to eligible surviving family members if you should die. In any event, you must apply for Social Security benefits; they are not paid automatically. You and your employer each pay equal taxes on your earnings toward the cost of Social Security.

This commentary is general. Your actual eligibility for Social Security benefits will be determined by Social Security's own rules and requirements, which are different from those of the Plan.

It is a good idea during your active career to make sure your Social Security earnings record is correct. A Social Security Statement can be requested online at www.ssa.gov or by using Form SSA-7004, which is available from your local Social Security field office listed under "United States Government" in your local telephone directory.

You may apply for your Social Security payments online at www.ssa.gov or at your local Social Security field office (call the Social Security field office for an appointment and regarding what information to bring).

APPLYING FOR A PENSION

A request for a pension application or pension estimate may be obtained by requesting a Pension Package from the Merrill Lynch Service Center at 1-800-228-4015 or access Benefits Online at www.benefits.ml.com. Forms should be prepared according to the instructions attached to the Pension Package. To avoid delayed payments, the complete Pension Package, including all required attachments, should reach the Plan Administrator (at the address designated in the Pension Package) at least 30 days prior to the commencement date of a pension.

For your elections regarding your pension benefit to be valid, you should be aware that federal law requires that certain information be included in your Pension Package and that you make your elections regarding your pension benefit within strict time limits. You must receive the "Pension Package" before, but not more than 180 days before, your designated pension commencement date. You will have 180 days from the date of your Pension Package to make your election. (If your election is made after your designated pension commencement date, payments will be made retroactive to your designated pension commencement date.)

ADMINISTRATION AND FUNDING OF THE PLAN

The Plan Administrator (and its delegates) is responsible for the administration of the Plan and has discretionary authority to interpret and construe the terms of the Plan, to determine your eligibility for benefits under the Plan, and to resolve any disputes that arise under the Plan. Benefits will be paid only if the Plan Administrator (or its delegate) decides in its discretion that the applicant is entitled to benefits under the Plan.

The amount of your employer's contributions to the Plan is determined by an actuary for the Plan. The Plan's actuary evaluates the Plan annually and recommends adjustments to the contribution level on the basis of Plan experience.

Your employer's contributions are placed in a trust fund from which benefits are paid when due. Investment income, including gains and losses, are also part of the trust fund assets. It is anticipated, but not guaranteed, that these monies will be sufficient to provide the benefits specified under the Plan.

The expenses of administration of the Plan and the trust fund are paid from the trust fund or, upon election, by your employer.

AMENDMENT AND TERMINATION OF THE PLAN

Windstream intends that the Plan will be maintained on a permanent basis, but reserves the right, in its sole discretion, to amend the Plan or to terminate the Plan at any time through action of its Board of Directors or the Board of Directors' delegate. If the Plan is ever terminated:

1. Benefit accruals will cease, but all accrued pensions (pension benefits earned prior to Plan termination) will become fully vested to the respective Members.
2. Assets in the trust fund will be used to provide these benefits, and no assets will be used for any other purpose until the complete satisfaction of all such accrued pension obligations. After these obligations are met, any excess assets may revert to Windstream.
3. If the Plan should be terminated at a time when the liabilities exceed the assets, and the deficiency is not made up, all of the assets will be allocated to retired and active Members in accordance with the provisions of applicable federal laws and regulations.

UNIFORMED (MILITARY) SERVICE

If you are absent from employment by reason of service in the uniformed services ("qualified military service"), you are generally entitled under federal law to reemployment if certain procedural requirements are met. If you are reemployed after qualified military service, you

are entitled to certain rights and benefits (including under the Plan) that you would have attained had you remained continuously employed. Also, if you die in qualified military service, you are entitled to certain rights and benefits under the Plan as if you were reemployed immediately before your death and then died. You should contact the Plan Administrator before taking any qualified military service for information on your rights under the Plan.

ELECTRONIC COMMUNICATION

This SPD and other important Plan information may be delivered to you through electronic means. In this case, you are entitled to request a paper copy, free of charge, from the Plan Administrator. The paper version of this SPD (or other information) will contain substantially the same style and format, and the same content, as the electronic version.

RECEIVING LESS THAN YOU EXPECTED

You may lose your benefit or receive less than you expect from the Plan in the following circumstances:

- A delay in filing a proper application for pension benefits on a timely basis.
- Death prior to commencement of retirement benefits (if you are not married, the Plan generally does not provide for pre-retirement death benefits).
- Death of a pensioner who had not taken an optional payment form with a death benefit.
- Death of a member or pensioner prior to being married for one year (spouse death benefits may not apply).
- You may only name your spouse or a parent as a contingent annuitant.
- Termination of employment prior to becoming vested.
- Termination of the Plan prior to full funding of benefits attributable to service prior to the termination date. In the event of termination of the Plan, assets are to be allocated to retired and active participants in accordance with the provisions of applicable federal laws and regulations.
- Calculation errors discovered by subsequent audit.
- The collective bargaining agreement does not provide for participation in the Plan.
- Delay of retirement beyond initial eligibility date.
- Failing to defer commencement of your retirement benefit (*e.g.*, your benefit may be reduced for early commencement).
- Reemployment of a pensioner by Windstream (resulting in a suspension of benefit payments).
- You cannot assign, transfer or attach your benefits nor use them as collateral for a loan. Your benefits can be assigned or attached by others in certain circumstances (*e.g.*, wrongdoing involving the plan, offsets for overpayments, and certain domestic relations orders). See also "Qualified Domestic Relations Orders" section above.
- Amendment of the Plan.

- The Internal Revenue Code limits the annual benefit that you can receive from the Plan and all other tax-qualified plans maintained by Windstream companies. These limits generally affect highly compensated employees.
- The Internal Revenue Code limits the amount of compensation that may be considered under the Plan. This limit is \$270,000 for 2017.
- Benefits will be paid only if the Plan Administrator (or its delegate) decides in its discretion that the applicant is entitled to benefits under the Plan.
- Certain restrictions on the payment of lump-sums, amendments increasing plan benefits, and future benefit accruals apply if the funding percentage of the Plan falls below certain thresholds. You will be notified if any of these restrictions become applicable under the Plan.
- The Plan is required by law to withhold taxes on payments from the Plan according to federal and state withholding rules in effect at the time of distribution. You will want to consult with your personal tax advisor regarding the tax treatment of your pension benefits.
- If you are overpaid from the Plan, the Plan Administrator may offset your current or future benefit payments or seek cash reimbursement to recover overpayments.
- Transfer to an employer who is not a participating employer or transfer to a non-union position within Windstream.
- You do not keep the Plan Administrator advised of your current address so that you may receive Plan information in a timely manner.
- You do not make and/or appeal claims in accordance with the Plan's strict time limits.
- The formal Plan document is controlling if there are any discrepancies between the Plan document and this SPD.
- You elected to discontinue active membership under the Plan under the 2013 retirement choice program or 2017 transition choice program (*i.e.*, you elected to participate in the Windstream 401(k) Matching Program) or your active membership has been or will be discontinued automatically effective December 31, 2018.
- You fail to furnish information or documents necessary for the payment of benefits.

CLAIMS PROCEDURE

If you believe you are entitled to receive a benefit under the Plan, you must make application in writing on the form and in the manner required by the Plan Administrator.

If a claim for benefits is denied, in whole or in part, the Plan Administrator will issue a notice of the adverse benefit determination to you. The notice will be issued to you within a reasonable period of time but in no event later than 90 days from the date the claim for benefits was filed. The notice will be written in a manner to be understood by you and will include the following:

1. The specific reason or reasons for the adverse benefit determination.
2. The specific Plan provisions on which the adverse benefit determination is based.

3. A description of any further material or information which is necessary for you to perfect (complete) your claim and an explanation of why the material or information is needed.

4. An explanation of the Plan's claim review procedure and time limits applicable to the Plan's claim review procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 following an adverse benefit determination on review.

Review of Adverse Benefit Determination

You or your duly authorized representative may submit to the Plan Administrator a written request for review of an adverse benefit determination within 60 days of the receipt of the notice of adverse benefit determination. Your request must contain the following information:

1. The date on which your request was filed with the Plan Administrator (although the actual date of filing will govern the timeliness of the request).
2. The specific portions of the adverse benefit determination that you request the Plan Administrator to review.
3. A statement by you setting forth the basis upon which you believe the Plan Administrator should reverse the previous adverse benefit determination and accept your claim as made.
4. Any written material (offered as exhibits) which you desire the Plan Administrator to examine in its consideration of your position.

You or your authorized representative may (i) submit written comments, documents, records and other information relating to your claim for benefits, (ii) review pertinent documents, and (iii) upon written request to the Plan Administrator and free of charge, be provided reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

The review by the Plan Administrator will take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether the information was part of the initial benefit determination.

The Plan Administrator will provide a written decision on review not later than 60 days after receipt of your written request for review, unless special circumstances require an extension of the time for processing the appeal. If an extension is needed, you will be provided with written notice of the extension prior to the beginning of the extension. With the extension, the written notice on review will be provided no later than 120 days after receipt of the request for review of the adverse benefit determination. The decision on review will be written in a manner to be understood by you, and, in the case of an adverse benefit determination on review, will include the following information:

1. The specific reasons for the adverse benefit determination on review.
2. References to specific Plan provisions on which the decision is based.
3. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits.
4. A statement that there is no voluntary appeal procedure offered by the Plan.

5. A statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 following the adverse benefit determination on review.
6. Finally, the following statement will be included in the adverse benefit determination: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

No action for benefits under the Plan may be brought unless you (i) submit a claim for benefits within twelve months of the date the first payment would have been due or other action complained of occurred, (ii) been notified by the Plan Administrator that your claim has been denied, (iii) timely filed a request for review of the claim, (iv) been notified of an adverse benefit determination on review, and (v) filed the action within one year of the date the date of the adverse benefit determination on review. Further, any action must be brought in the federal courts for the Eastern District of Arkansas or in the courts of the State of Arkansas located in the district embraced by the federal courts for the Eastern District of Arkansas.

STATEMENT OF PBGC GUARANTEES AND LIMITATIONS

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for the company; (4) benefits for which you have not met all of the requirements at the time the plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TTD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at www.pbgc.gov.

STATEMENT OF ERISA RIGHTS

As a participant in the Windstream Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office, all documents governing the plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a copy of the plan's annual financial report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (generally age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have the right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other participants and beneficiaries.

No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you for exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied, in whole or in part, time, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file a suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that the Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay court costs

and legal fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory) or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

PLAN DATA

Windstream Pension Plan

Name of Plan: Windstream Pension Plan

Plan Sponsor: Windstream Services, LLC
4001 Rodney Parham Road
Little Rock, AR 72212-2442

Members and beneficiaries may receive from the Plan Administrator, upon written request, a complete list of employers sponsoring the Plan, information as to whether a particular employer is a Sponsor of the Plan and, if the employer is a Plan Sponsor, the Sponsor's address. Similarly, the Plan Administrator will arrange to provide members and beneficiaries with copies of appropriate collective bargaining agreements referencing the maintenance of the Plan.

Primary Agent for Service of Legal Process: Windstream Services, LLC
4001 Rodney Parham Road
Little Rock, AR 72212-2442

Service of legal process may also be made upon the Trustee or Plan Administrator.

Trustees and Secondary Agent for Service of Legal Process: JP Morgan Chase Bank
Investor Services
1 Chase Manhattan Plaza, Floor 19
New York, New York 10005-1401

Plan Administrator: Benefits Committee
Windstream Services, LLC
4001 Rodney Parham Road

Little Rock, AR 72212-2442
(501) 748-7000

Employer Identification Number: 20-0792300

Type of Plan: A defined benefit pension plan administered through a trust.

Plan Identification Number: 001

Sources of Contributions of the Plan: Payments into the Trust by the Employer with contribution amounts actuarially determined.

Funding Medium: Windstream Master Trust

Plan Year: The financial records of the Plan are maintained on a 12-month basis that ends December 31 each year.

NOTES