

SUGARLAND APPENDIX
WINDSTREAM PENSION PLAN
SUMMARY PLAN DESCRIPTION
(January 1, 2016)

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APPENDIX II SUGARLAND: SPECIAL VESTING AND SERVICE CREDITING

Vesting Years of Service and Benefit Service may be granted under the Plan to certain employees for service performed for a prior employer if benefits under a plan maintained by the prior employer were consolidated into the Plan or for service performed for a Windstream company before it became a Windstream company.

For eligible employees who transfer employment from a nonparticipating company to a participating company under the Plan, credit for Vesting Years of Service is granted for certain service with those companies.

No duplication of Vesting Years of Service or Benefit Service, however, will be provided for any one period of employment.

VESTING YEARS OF SERVICE

Your period of employment with Sugar Land Telephone Company, Perco Telephone Company, SLT Cable TV, Inc. and Metropolitan Houston Paging Services, Inc. (and related entities) ("SLT") prior to January 1, 1993 is counted as "Vesting Years of Service" under the Plan based on the number of whole years of vesting service that were credited under the SLT Communications, Inc. Retirement Plan (the "SLT Plan") through December 31, 1992.

For purposes of determining your eligibility for early retirement, you will be credited in the year of your termination of employment with 190 hours for any 1/12th fractional year of service that you had under the prior SLT Plan as of January 1, 1993. Also, your Vesting Years of Service for periods of employment from and after January 1, 1993 will not be less than under the method for determining vesting service under the prior SLT Plan.

BENEFIT SERVICE

Your period of employment with SLT prior to January 1, 1993 is not counted as "Benefit Service" under the Plan. For former employees of SLT, accumulation of Benefit Service under the Plan generally started on January 1, 1993.

APPENDIX IV SUGARLAND: PRIOR PLANS

If you were a participant in the SLT Communications, Inc. Retirement Plan (the "SLT Plan") and your benefit was transferred to the Plan as part of the SLT Plan merger into the Plan (prior Alltel Plan) on December 31, 1995, you are a participant in the Plan.

Your benefit under the Plan will include both the benefit earned under the prior SLT Plan determined as of December 31, 1992 and the benefit you earn under the Plan formula after December 31, 1992. This appendix describes the prior SLT Plan benefit.

Please note that the general provisions described in the SPD (*e.g.*, Claims Procedures) are applicable to the prior SLT Plan benefit.

SLT PENSION FORMULA

Your prior SLT Plan benefit is the benefit you earned under the prior SLT Plan as of December 31, 1992, which is the date the prior SLT Plan was frozen. The amount of your prior SLT Plan benefit includes any applicable reductions for benefits under certain other pension plans and any applicable minimum benefit, as specified in the prior SLT Plan.

TYPES OF SLT RETIREMENT

SLT Normal Retirement

Your normal retirement date for your prior SLT Plan benefit is the first day of the month coinciding with or next following your attainment of age 65.

The prior SLT Plan's normal retirement benefits are payable beginning on your prior SLT Plan's normal retirement date and are calculated as of December 31, 1992 using the prior SLT Plan's formula.

SLT Early Retirement

You may retire early (before normal retirement date) with respect to your prior SLT Plan benefit if you have at least five Vesting Years of Service and have attained age 55. You may retire early with an unreduced benefit if you have at least 15 Vesting Years of Service and have attained age 60.

The prior SLT Plan's early retirement benefit is calculated in the same manner as the prior SLT Plan's normal retirement benefit. If you have at least 15 Vesting Years of Service and begin receiving your prior SLT Plan benefits before your normal retirement date, your annual pension is multiplied by the early commencement percentage in the following table:

Pension Commencing with at least 15 Vesting Years of Service at Age	Percentage
60 and over	100%
59	97%
58	94%

57	91%
56	88%
55	85%

If you have 15 Vesting Years of Service, your pension is adjusted by 1/4 of 1% for each full month payments start before the first day of the month coinciding with or next following your attainment of age 60.

If you have at least five, but less than 15, Vesting Years of Service, and begin receiving your prior SLT Plan benefits before your normal retirement date, your annual pension is multiplied by the early commencement percentage in the following table:

Pension Commencing with less than 15 Vesting Years of Service at Age	Percentage
65 and over	100%
64	97%
63	94%
62	91%
61	88%
60	85%
59	82%
58	79%
57	76%
56	73%
55	70%

If you have five, but less than 15, Vesting Years of Service, your pension is adjusted by 1/4 of 1% for each full month payments start before the first day of the month coinciding with or next following your attainment of age 65.

SLT Deferred Retirement

If you choose to continue working past the prior SLT Plan's normal retirement date, your prior SLT Plan benefit generally will commence when you retire or, if earlier, by April 1st of the calendar year following the year in which you attain age 70-1/2.

Return to Work After Benefit Commencement

If, after you commence your prior SLT Plan benefit, you are reemployed by Windstream or a subsidiary, payment of your prior SLT Plan benefit will be suspended unless you make an irrevocable election to continue payment. Your benefit accrued under the Plan upon reemployment will be adjusted to reflect the continued payment of your prior SLT Plan benefit.

SLT VESTED BENEFITS

SLT Deferred Vested Benefit

You will become vested in your prior SLT Plan benefit when you have completed five Vesting Years of Service.

Once you are vested, even though your employment may then end for reasons other than retirement or death, you will have a permanent right to the benefit you earned through termination of employment. This benefit is known as your *Deferred Vested Benefit*.

Your Vesting Years of Service under the Plan, including the vesting service under the prior SLT Plan as described in Appendix II: Special Vesting and Service Crediting, is used to determine if you have become vested with respect to your prior SLT Plan benefit.

SLT Deferred Vested Formula

The prior SLT Plan's deferred vested benefit is calculated in the same manner as the prior SLT Plan's normal retirement benefit.

SLT Deferred Vested Commencement

The prior SLT Plan's deferred vested benefit may be commenced at your prior SLT Plan's normal retirement date, or, after you have attained age 55. If you commence your prior SLT Plan's deferred vested benefit before normal retirement date, the benefit is actuarially reduced for commencement prior to your normal retirement date.

SLT FORMS OF PAYMENT

Your prior SLT Plan benefit is payable in the form of a Five-Year Certain and Life Annuity. The Five-Year Certain and Life Annuity provides monthly payments to you for your life, and, if your death occurs before you receive payments for five years, your designated beneficiary receives payments for the remainder of the original five-year period.

SLT Normal Form of Payment

The normal form of benefit for a Participant with respect to his SLT Plan benefit is a 5-Year Certain and Life Annuity. Notwithstanding the foregoing, a married Participant shall be deemed to have elected with respect to his SLT benefit, an actuarially equivalent qualified joint and 2/3 survivor annuity with his spouse as the joint pensioner. The Qualified Joint and 66-2/3% Survivor Annuity provides reduced monthly payments to you for your life, and, following your death or your spouse's death, 66-2/3% of your monthly benefit will be paid to the survivor for his or her lifetime. Your monthly payments will be less than a Single Life Annuity because payments are payable for both your lifetime and that of your spouse. The amount your monthly payments are reduced is based on your age and your spouse's age when benefits commence. If your payments have begun and your spouse dies, your payments are reduced to 66-2/3% of the monthly benefit that was being paid (and no additional benefits are paid after your death).

A single Participant shall be deemed to have elected a Single Life Annuity. The Single Life Annuity provides monthly payments to you for your life. No additional benefits are paid after your death.

SLT Optional Forms of Payment

Depending upon your personal needs, you may elect to receive your prior SLT Plan benefit in another form of payment. If you are married and choose a form of payment other than the Qualified Joint and 66-2/3% Survivor Annuity with your spouse as the designated beneficiary, your spouse must consent in writing to the election and the consent must be witnessed by a notary.

The optional forms of payment for your prior SLT Plan benefit are the following:

Single Life Annuity
Joint-Survivor Pension
Five-Year Certain and Life Annuity
Ten-Year Certain and Life Annuity
Lump Sum Distribution
Windstream Forms

SLT Single Life Annuity

The Single Life Annuity for your prior SLT Plan benefit provides monthly payments to you for your life. No additional benefits are paid after your death. This is the normal form for a single participant and may be elected by a married participant.

SLT Joint-Survivor Pension

The Joint-Survivor Pension for your prior SLT Plan benefit provides reduced monthly payments to you for your life, and, following your death or your designated beneficiary's death, a designated percentage of your monthly benefit will be paid to the survivor for his or her lifetime. The designated percentage may be either 66-2/3% or 100%. If your spouse is your designated beneficiary, the designated percentage may be 66-2/3%, 75% or 100%. Your monthly payments will be less than a Single Life Annuity because payments are payable for both your lifetime and that of your designated beneficiary. The amount your monthly payments are reduced is based on the percentage designated, your age and your designated beneficiary's age when benefits commence. If your payments have begun and your designated beneficiary dies, your payments are reduced to the designated percentage of the monthly benefit that was being paid (and no additional benefits are paid after your death).

SLT Five-Year Certain and Life Annuity

The Five-Year Certain and Life Annuity for your prior SLT Plan benefit provides monthly payments to you for your life, and, if your death occurs before you receive payments for five years, your designated beneficiary receives payments for the remainder of the original five-year period. Your monthly payments will be less than a Single Life Annuity because payments are made for at least five years. If you die after you receive five years of payments, no additional benefits are paid after your death.

SLT Ten-Year Certain and Life Annuity

The Ten-Year Certain and Life Annuity for your prior SLT Plan benefit provides reduced monthly payments to you for your life, and, if your death occurs before you receive payments for ten years, your designated beneficiary receives payments for the remainder of the

original ten-year period. Your monthly payments will be less than a Single Life Annuity because payments are made for at least ten years. If you die after you receive ten years of payments, no additional benefits are paid after your death.

SLT Lump Sum Distribution

The Lump Sum Distribution for your prior SLT Plan benefit allows you to receive your entire benefit under the Plan in one lump sum payment. No additional benefits are paid other than the lump sum payment. The amount of the lump sum is calculated at the time of distribution using an interest rate index and life expectancy assumptions. The higher the interest rate that is used for converting your annual pension to a lump sum, the smaller is the amount of the lump sum, and, the lower the interest rate that is used for conversion of the annual pension to a lump sum, the larger is the amount of the lump sum.

Windstream Forms

If your prior SLT Plan benefit commences at the same time as the benefit you earn under the Plan formula after December 31, 1992, you may elect to receive your entire benefit in one of the forms available for the benefit you earn under the Plan formula after December 31, 1992. See "Optional Forms of Retirement Benefit Payments" section.

Once your prior SLT Plan benefit has commenced in a form of payment, your choice of the form of payment cannot be changed. You generally have the right to defer commencement of your prior SLT Plan benefit until your normal retirement date (or, if later, the date your employment terminates, but subject to the rules regarding mandatory distributions after age 70-1/2). If the total present value of your entire benefit under the Plan is \$5,000 or less, you will be paid the present value in one lump sum payment as soon as reasonably practicable after your employment terminates. See "Cash Settlements" section.

SLT PRE-RETIREMENT SPOUSE'S PENSION

If you have commenced receiving your prior SLT Plan benefit, this section does not apply to you. The provisions governing your form of payment dictate if any benefit is payable upon your death with respect to your prior SLT Plan benefit.

If you die before you commence your prior SLT Plan benefit, no benefit is payable upon your death if you are not vested in your prior SLT Plan benefit. You are vested in your prior SLT Plan benefit if you have completed at least five vesting years of service or if you attain normal retirement age while employed.

SLT Spouse's Pension

A Spouse's Pension with respect to your prior SLT Plan benefit is payable only if you are vested in your prior SLT Plan benefit and married at your death.

The Spouse's Pension with respect to your prior SLT Plan benefit is equal to the annual amount payable to your spouse under the Qualified Joint and 66-2/3% Survivor Annuity if you had (i) terminated employment on the date of your death (or, if earlier, your actual date of employment termination), (ii) elected to commence your prior SLT Plan benefit at normal retirement date (or, if later, your actual date of employment termination), and (iii) then died. Your spouse may

commence the Spouse's Pension with respect to your prior SLT Plan benefit on the first day of any month following the earliest date on which you could have elected to commence your prior SLT Plan benefit had you survived. In this situation, the Spouse's Pension with respect to your prior SLT Plan benefit is equal to the annual amount payable to your spouse under the Qualified Joint and 66-2/3% Survivor Annuity if you had (i) terminated employment on the date of your death (or, if earlier, your actual date of employment termination), (ii) elected to commence your prior SLT pension benefit on the date the Spouse's Pension with respect to your prior SLT Plan benefit is to commence, and (iii) then died.