

Windstream Pension Plan

Summary Plan Description
For Certain Bargaining Unit Employees

January 1, 2016

CWA 6171

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	Uniformed (Military) Service	17
Contact Information	4	Social Security Payments	17
Eligibility	5	Administration and Funding of the Plan	18
Enrollment	5	Amendment and Termination of the Plan	18
Contributions	5	Nonalienation of Benefits	18
Pension Formula	6	Qualified Domestic Relations Orders	18
Basic Formula	6	Plan Document (Controls)	19
Minimum Formula	6	Electronic Communication	19
Formula Reductions	6	No Employment Contract	19
Accredited Service	6	Receiving Less Than You Expected	19
Average Annual Compensation	7	Applying for a Pension	20
Change in Employment Status	7	Claims Procedure	21
Prior Plans	7	Statement Of PBGC Guarantees And Limitations	22
When You May Retire	8	Statement of ERISA Rights	23
Normal Retirement	8	Plan Data	24
Early Retirement	8		
Disability Retirement	8		
Deferred Retirement and In-Service Commencement	8		
How Your Benefit Is Computed	9		
Normal Retirement	9		
Early Retirement	9		
Disability Retirement	11		
If You Leave Windstream Before Retirement	11		
Forms of Benefit Payment	13		
When Payments Are Made	15		
If You Die Before Benefit Commencement	15		
Spouse's Pension	16		
Maximum Benefit	16		
Break in Service and Reemployment	16		

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, 2016 (the "Plan"). If you were a participant in the Valor Telecommunications Enterprises, LLC Pension Plan (the "prior Valor Plan"), you automatically became a participant in the Plan when the prior Valor Plan was merged into the Plan on December 31, 2006.

This SPD has been prepared specifically for employees of Valor Telecommunications of Texas, LLC d/b/a Windstream Communications Southwest and Windstream Communications of Kerrville, LLC or other participating Windstream employer (collectively, "Participating Employer") who are covered by the terms of a collective bargaining agreement with CWA 6171. Separate SPDs have been prepared for other Windstream employees, including those who are not covered by a collective bargaining agreement.

Generally, this SPD applies to you if you are actively employed on or after January 1, 2016. If your employment terminated or if you retired before January 1, 2016, some of the provisions in this SPD may not apply to you. Generally, your Plan benefit, if any, will be subject to the provisions of the Plan in effect at your termination of employment. However, the administrative information described in the SPD will apply to your benefit, such as access to benefit information, how to request a distribution, governmental limits on benefits, claims procedures and your rights under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). If you have any questions regarding your specific situation, please contact a Merrill Lynch Service Representative at 1-800-228-4015.

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 ERISA 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

Participation in the Plan is closed. If you were an eligible employee on February 28, 2014, you are eligible to participate in the Plan until your employment terminates or you cease to be an eligible employee. No other persons are eligible to participate in the Plan.

You are an eligible employee only if

- you are an employee of a Participating Employer covered by a collective bargaining agreement between the Participating Employer and the Communications Workers of America ("CWA") for CWA Local 6171 (the "CWA Local 6171 Collective Bargaining Agreement");
- you have been covered by CWA Local 6171 Collective Bargaining Agreement since February 28, 2014; and
- you receive a regular and stated compensation from the Participating Employer.

Persons who are not eligible include leased employees, persons who do not receive regular and stated compensation (*e.g.*, retainers are not regular and stated compensation); independent contractors, persons not classified as common-law employees, and employees for whom an applicable collective bargaining agreement does not provide for eligibility to participate, including any person hired, rehired or transferred into employment subject to the CWA Local 6171 Collective Bargaining Agreement after February 28, 2014.

ENROLLMENT

Prior to the closing of participation under the Plan, you became automatically enrolled in the Plan on your employment commencement date if you work at least 1,000 hours during your first 12 months of employment. If you work less than that, Plan participation starts on the January 1 of the first calendar year in which you work at least 1,000 hours. Throughout this SPD, the term "hours worked" includes all hours of service credited to you, including hours credited for certain periods for which you are paid but perform no services (for example, paid vacation).

If you were a participant in the prior Valor Plan, you automatically became a participant in the Plan when the prior Valor Plan merged into the Plan effective as of December 31, 2006. Your Accredited Service and Vesting Service under the Plan includes your Accredited Service and Vesting Service under the prior Valor Plan.

CONTRIBUTIONS

Windstream pays the entire cost of the Plan. Employee contributions are not required.

PENSION FORMULA



Your pension benefit is based on several factors, including your Average Annual Compensation and Accredited Service.

Basic Formula

Your benefit under the Plan is based on the following formula:

1.35% x Average Annual Compensation x years of Accredited Service.

Minimum Formula

Your benefit under the Plan will not be less than the benefit determined under the following table:

Years of Accredited Service	Minimum Benefit
40 or more years	\$13,515
35 but less than 40 years	\$11,897
30 but less than 35 years	\$10,280
25 but less than 30 years	\$8,663
20 but less than 25 years	\$7,046
15 but less than 20 years	\$5,429

Formula Reductions

The amount calculated under the Basic Formula or Minimum Formula is reduced by certain other pensions (*e.g.*, pensions under both the GTE Southwest Incorporated Plan for Hourly Paid Employees' Pensions and GTE Service Corporation Plan for Employees' Pensions for which accredited service was granted under the Plan), and payments required by law on account of termination of employment.

Accredited Service

Accredited Service is earned during the time you are an employee in covered employment with a Participating Employer.

You receive one year of Accredited Service for each plan year for which you work at least the number of hours in a customary work year. A customary work year usually equals 2,080 hours. Hours worked for this purpose may include excused absence time specifically approved for Accredited Service (e.g., certain military leaves). Hours worked for Accredited Service purposes does not include employment in a job classification that is not eligible to participate in the Plan.

If you work less than 2,080 hours in covered employment, you will receive partial credit for that plan year, based on the ratio of the number of hours actually completed to 2,080 hours. For example, if you work 1,040 hours in covered employment, you receive 1/2 of a year of Accredited Service. If you work 208 hours in covered employment, then 1/10 of a year is credited to you.

The Plan recognizes accredited service under the prior Valor Plan. Accredited Service under the prior Valor Plan includes, if you transferred employment from GTE (or an affiliate of GTE) to Valor (as a result of Valor's acquisition of the Oklahoma, Texas and New Mexico properties of GTE Southwest), the accredited service that you earned as a participant in the GTE Southwest Incorporated Plan for Hourly Paid Employees' Pensions or the GTE Service Corporation Plan for Employees' Pensions as of the date of your transfer.

If you have a break in service, under certain circumstances your pre-break Accredited Service will be included in your total. See "Reemployment Section".

Average Annual Compensation

Average Annual Compensation is based on your compensation during the time you are an employee in covered employment with a Participating Employer.

Your Average Annual Compensation is calculated by multiplying twelve by the average of your Monthly Compensation over the 60 consecutive calendar months that produce the highest average. Your Monthly Compensation is your monthly base rate of compensation for a calendar month, plus team-oriented, incentive payments payable under a team incentive plan. Your base rate of pay does not include overtime, differentials, premiums, or other special pay. Monthly Compensation is determined without regard to pay deferrals to a section 401(k) plan or a section 125 cafeteria plan.

Change in Employment Status

If you have a change in employment status where you change from employment covered by the respective bargaining agreement with CWA 6171 to other employment with Windstream (or from other employment with Windstream to employment covered by the respective bargaining agreement with CWA 6171), your benefit under the Plan as described in this SPD will be based only on the Accredited Service you earned during covered employment (i.e., employment covered by the respective bargaining agreement with CWA 6171 while eligible to participate in the Plan as described in this SPD). Any person transferred into employment subject to the CWA Local 6171 Collective Bargaining Agreement after February 28, 2014 is not eligible to participate in the Windstream Pension Plan.

PRIOR PLANS

If you transferred from employment with GTE Service Corporation (or an affiliate thereof) to Valor or other participating employer between July 1, 2000 and December 31, 2000 and you were a participant in the GTE Southwest Incorporated Plan for Hourly Paid Employees' Pensions or the GTE Service Corporation Plan for Employees' Pensions, certain special provisions of the GTE plans (e.g., relating to prior formulas and acquisitions) may apply to

*Windstream Pension Plan
Valor Bargaining Employees – CWA 6171
January 1, 2016*

you under the Plan. You may contact the Plan Administrator for more information regarding the GTE schedules of special provisions.

If you participated in the Kerrville Telephone Company Employee's Retirement Plan ("KTC Plan") on December 31, 2002 and your benefit under KTC Plan was transferred to the Plan on November 14, 2003, your benefit under the Plan generally will be the sum of the KTC Plan transferred benefit (with its corresponding rights and features), plus the benefit you earn under the Plan after December 31, 2002 as described in this SPD. You may contact the Plan Administrator for more information regarding the KTC Plan transferred benefit.

WHEN YOU MAY RETIRE



Normal Retirement

As a participant of the Plan, you may retire with a monthly Normal Retirement benefit as of the last day of the calendar month during which the later of when you attain age 65 or the fifth anniversary of when you became a participant occurs. This is known as your *Normal Retirement Date*.

Early Retirement

The Plan provides you the opportunity to retire early if

- you have at least 30 years of Accredited Service, no matter what your age;

or

- you have at least 15 years of Accredited Service and your combined age and Accredited Service total 76 or more.

You receive credit for fractional years of age or service. For example, if you are age 56 and three months, you would qualify for early retirement if you have 19 years and nine months of Accredited Service.

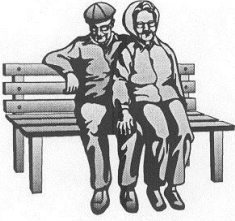
Disability Retirement

You may retire on a disability pension if you have at least 15 years of Accredited Service and become Disabled while employed. Disabled means total disability as determined in accordance with the federal Social Security Act.

Deferred Retirement and In-Service Commencement

You may choose to continue working past your Normal Retirement Date. In this case, you may either defer commencement of your pension until you retire or you may elect in-service commencement of pension payments as of any March 1, based on your Accredited Service and Average Annual Compensation as of the immediately preceding December 31. If you commence pension payments in-service, additional benefits may be earned, but will be based only on the Accredited Service earned after the December 31 date used for calculating your pension payments. Any additional benefits that you earn will be payable after you retire.

HOW YOUR BENEFIT IS COMPUTED



Normal Retirement

Normal Retirement benefits are calculated using the pension formula. The benefit amount under the pension formula 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 the following applies to you:

- Age: 65
- Years of Accredited Service: 25
- Average Annual Compensation: \$40,000
- Termination Date: December 31, 2015

You are eligible for normal retirement with December 31, 2015 as your normal retirement date. Your benefit is calculated as follows:

Your Average Annual Compensation	\$40,000
Formula Multiplier	<u>x 1.35%</u>
Sub-total	\$540
Your years of Accredited Service	<u>x 25</u>
Your annual pension	\$13,500*
*Basic formula amount is greater than minimum formula amount of \$8,663.	

Your monthly benefit payable for your life commencing at your normal retirement date (*i.e.*, last day of the month during which you attain age 65) is **\$1,125** (\$13,500 ÷ 12).

Early Retirement



If you retire early, you can start your pension on the first day of the month following your normal retirement date or, before your normal retirement date, on the first day of any month following your early retirement.

Benefit Formula

Your annual pension will be calculated in the same manner as a Normal Retirement benefit.

If you begin receiving benefits before your normal retirement date and you have not completed 30 years of Accredited Service, your annual pension will be multiplied by the early commencement percentage in the following table:

Pension Commencing at Age	Percentage
55 and over	100%
54	97%
53	94%
52	91%
51	88%
50	85%
49 and under	82%

Your pension is adjusted by 1/4 of 1% for each full month payments start after your birthday. For example, if you are age 49 and three months, the early commencement percentage will be 82.75%.

Benefit Formula Example (Early Retirement)

Let's assume the following applies to you:

- Age: 52
- Years of Accredited Service: 24
- Average Annual Compensation: \$36,000
- Termination Date: December 31, 2015

You are eligible for early retirement with December 31, 2015 as your early retirement date. Your benefit is calculated as follows:

Your Average Annual Compensation	\$36,000
Formula Multiplier	<u>x 1.35%</u>
Sub-total	\$486
Your years of Accredited Service	<u>x 24</u>
Your annual pension at normal retirement date	\$11,664*
Early commencement percentage	<u>x 91%</u>
Your annual pension at early retirement date	\$10,614.24*
*Basic formula amount is greater than minimum formula amount of \$7,046.	

Your monthly benefit payable for your life commencing at your normal retirement date (*i.e.*, last day of the month during which you attain age 65) is \$972 (\$11,664 ÷ 12).

Your monthly benefit payable for your life commencing immediately at your early retirement date is **\$884.52** (\$10,614.24 ÷ 12).

If you wait to commence payment until you have attained age 55, your monthly benefit payable for your life is \$972.

Disability Retirement

If you retire on disability retirement, you can start your pension on the first day of the month following your normal retirement date or, before your normal retirement date, on the first day of any month following your disability retirement.

Benefit Formula

Your annual pension under disability retirement will be calculated in the same manner as a Normal Retirement benefit. No reduction applies for commencement before your normal retirement date.

IF YOU LEAVE WINDSTREAM BEFORE RETIREMENT



You will become vested in the Plan when you have completed five years of Vesting 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 benefit you earned through termination of employment. This benefit is known as your *Deferred Vested Benefit*.

Vesting Service

Vesting Service is earned during the time you are an employee with a Windstream company.

You receive one year of Vesting Service for each calendar year for which you work at least 1000 hours as an employee of a Windstream company. Hours worked for this purpose may include excused absence time specifically approved for Vesting Service (e.g., certain military leaves).

If you work less than 1,000 hours in a year, you will receive partial credit for that year, based on the ratio of the number of hours actually completed to the number of hours in your customary work year (usually 2,080 hours). For example, if you work 520 hours in Windstream employment during a year, you receive 1/4 of a year of Vesting Service for the year.

The Plan recognizes vesting service under the prior Valor Plan. Vesting Service under the prior Valor Plan includes, if you transferred employment from GTE (or an affiliate of GTE) to Valor (as a result of Valor's acquisition of the Oklahoma, Texas and New Mexico properties of GTE Southwest), the vesting service that you earned as a participant in the GTE Southwest Incorporated Plan for Hourly Paid Employees' Pensions or the GTE Service Corporation Plan for Employees' Pensions as of the date of your transfer.

If you have a break in service, under certain circumstances your pre-break Vesting Service will be included in your total. See "Reemployment Section".

Deferred Vested Benefit Formula

Your annual pension will be calculated in the same manner as a Normal Retirement benefit, except for the Minimum Formula.

The Minimum Formula is based on the table amount specified under the "Minimum Formula" using the years of Accredited Service that you would have had if your employment continued to your Normal Retirement Date. The table amount is then multiplied by a fraction, the numerator is your actual years of Vesting Service and the denominator of which is the years

of Vesting Service that you would have had if your employment continued to your Normal Retirement Date.

Commencement of Deferred Vested Benefit

You can begin receiving your deferred vested benefit at your normal retirement date. You can receive your deferred vested benefit before normal retirement date as follows:

- If you have at least 15 years of Accredited Service, you may commence your deferred vested benefit as of the first day of any month after your combined age and Accredited Service total 76 or more;

or

- If you have at least 10 years of Accredited Service, you may commence your deferred vested benefit as of the first day of any month after you have attained age 55.

If you begin receiving benefits your deferred vested benefit before your normal retirement date, your annual pension will be multiplied by the deferred vested early commencement percentage in the following table:

Pension Commencing at Age	Deferred Vested Percentage
65	100%
64	93.33%
63	86.67%
62	80.00%
61	73.33%
60	66.67%
59	61.67%
58	56.67%
57	51.67%
56	46.67%
55	41.67%
54	38.33%
53	35.00%
52	31.67%
51	28.33%
50	25.00%
Below 50	reduced actuarially

Benefit Formula Example (Deferred Vested)

Let's assume the following applies to you:

- Age: 40
- Years of Accredited Service: 10
- Vesting Service: 10
- Average Annual Compensation: \$30,000
- Termination Date: December 31, 2015

You are eligible for a deferred vested retirement because you have at least 5 years of Vesting Service and are not eligible for normal, early or disability retirement. Your benefit is calculated as follows:

Your Average Annual Compensation	\$30,000
Formula Multiplier	<u>x 1.35%</u>
Sub-total	\$405
Your years of Accredited Service	<u>x 10</u>
Your annual pension at normal retirement date	\$4,050*
Deferred vested reduction percentage for commencement at age 55	<u>x 41.67%</u>
Your annual pension at age 55	\$1,687.64
*Basic formula amount is greater than minimum formula amount determined as follows: table amount based on 35 years (years if worked to normal retirement age) \$11,897 x 10/35 = \$3,399.	

Your monthly benefit payable for your life commencing at your normal retirement date (i.e., last day of the month during which you attain age 65) is \$337.50 (\$4,050 ÷ 12).

Your monthly benefit payable for your life commencing at age 55 is \$140.64 (\$1,687.64 ÷ 12).

You are not eligible to commence your benefit immediately. See also "How Payments are Made" regarding small benefit cash-outs.

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:

- *Participants Who Are Not Married*
If you are not married, the normal form of payment under the Plan is a Single Life Annuity.

- *Married Participants*
If you are married, the normal form of payment is a Qualified Joint and 50% Survivor Annuity, with your spouse as the designated beneficiary.

Single Life Annuity

The Single Life Annuity provides monthly payments to you for your life. No additional benefits are paid after your death.

Qualified Joint and 50% Survivor Annuity

The Qualified Joint and 50% Survivor Annuity provides reduced monthly payments to you for your life, and, following your death, 50% of your monthly benefit will be paid to your spouse for his or her lifetime. Your monthly payments will be less than under 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 continue in the same amount and no additional benefits are paid after your death.

Optional Forms of Payment

Depending upon your personal needs, you may elect to receive your retirement income in another form of payment. If you are married and choose a form of payment that provides your spouse with a benefit that is less than under the Qualified Joint and 50% Survivor Annuity, your spouse must consent in writing to the election and the consent must be witnessed by a notary.

The optional forms of payment under the Plan are the following:

- Single Life Annuity
- Joint-Survivor Pension
- Five-Year Certain and Life Annuity Option
- Lump Sum Distribution Option

Single Life Annuity

The Single Life Annuity 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.

Joint-Survivor Pension

The Joint-Survivor Pension provides reduced monthly payments to you for your life, and, following your death, a designated percentage (33-1/3%, 50%, 66-2/3%, 75%, or 100%) of your monthly benefit will be paid to your designated beneficiary for his or her lifetime. Your monthly payments will be less than under 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 continue in the same amount and no additional benefits are paid after your death.

Five-Year Certain and Life Annuity Option

The Five-Year Certain and Life Annuity Option provides reduced monthly payments to you for your life, and, if your death occurs before you receive 60 monthly

payments, your designated beneficiary or estate receives monthly payments (in the reduced amount) until the total number of monthly payments made to you and your designated beneficiary (or estate) equals 60. Your monthly payments will be less than under a Single Life Annuity because payments are made for at least 60 months. If you die after you receive 60 monthly payments, no additional benefits are paid after your death.

Lump Sum Distribution Option

The Lump Sum Distribution Option 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 interest rate 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.

Once your pension has commenced in a form of payment, your choice of the form of payment cannot be changed.

WHEN PAYMENTS ARE MADE



You generally have the right to defer commencement of your pension benefit until your normal retirement date (or, if later, the date your employment terminates).

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 lump 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 lump sum payment, an automatic direct rollover of your lump 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 1-800-228-4015.

If the present value of the Spouse's Pension is \$5,000 or less, the benefit will be paid in a single sum.

If your benefit is cashed-out in a single sum and you are subsequently reemployed by Windstream, you will be considered a new employee for purposes of benefit accrual under the Plan.

IF YOU DIE BEFORE BENEFIT COMMENCEMENT

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

If you die before you commence your pension, no benefit is payable upon your death in the following situations:

- If you are not vested in your benefit, no benefit is payable upon your death. You are vested in your benefit if you have completed at least five years of vesting service or if you attain normal retirement age while employed.
- If you are not married when you die, no benefit is payable upon your death.
- If you have a valid waiver of the Spouse's Pension coverage in effect when you die, the benefit payable upon your death, if any, depends on the form of payment that you elected.

Spouse's Pension

A Spouse's Pension is payable only if you (i) are vested under the Plan, (ii) are married at your death, and (iii) have not waived the Spouse's Pension.

The Spouse's Pension is equal to the annual amount payable to your spouse under the Qualified Joint and 50% 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 pension benefit at normal retirement date (of, if later, your actual date of employment termination), and (iii) then died.

If you die while employed with Windstream, your spouse may commence the Spouse's Pension without reduction on the first day of the month after your death.

If you die after your employment with Windstream has terminated, your spouse may commence the Spouse's Pension on the first day of any month following the earliest date on which you could have elected to commence your pension had you survived. In this situation, the Spouse's Pension is equal to the annual amount payable to your spouse under the Qualified Joint and 50% 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 pension benefit on the date the Spouse's Pension is to commence, and (iii) then died.

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.

BREAK IN SERVICE AND REEMPLOYMENT



If you have less than 501 hours of service in a calendar year and terminate employment with Windstream, you will incur a break in service and will stop earning Vesting Service and Accredited Service. Special rules apply in determining a break in service for certain maternity or paternity leaves. If you return to Windstream after incurring a break in service, the following rules apply:

- If you did not have at least one year of Vesting Service when your employment with Windstream terminated, your service prior to the break in service generally will not be reinstated.
- If you had at least one year of Vesting Service when your employment with Windstream terminated and, following reemployment, you accumulate 1,000 hours of service for purposes of Vesting Service, your Vesting Service and Accredited

Service prior to the break in service will be restored and aggregated with your Vesting Service and Accredited Service accumulated after your reemployment.

- If you received payment of your benefit in a mandatory lump sum and then are reemployed, your Accredited Service will not be restored and you will be considered a new employee for purposes of benefit accrual under the Plan.

- If you received payment of your benefit in an elective lump sum and then are reemployed, your Accredited Service will be restored. Your benefit following reemployment, however, will be reduced by the benefit attributable to your previous distribution.

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 had died following re-employment. You should contact the Plan Administrator before taking any qualified military service for information on your rights under the Plan.

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 2016.

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).

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 participants.
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 participants in accordance with the provisions of applicable federal laws and regulations.

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 Document Library.

PLAN DOCUMENT (CONTROLS)

This Summary Plan Description does not contain all of the technical details and legal expressions contained in the formal Plan documents. Any discrepancies between this Summary Plan Description and the formal Plan documents will be resolved in favor of the formal Plan documents. The Plan Administrator (and its delegates) shall have the discretionary power and authority to interpret the provisions of the Plan and to make factual determinations in deciding whether an applicant is entitled to benefits 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.

NO EMPLOYMENT CONTRACT

The purpose of this Summary Plan Description is to provide you with information about the benefits available under the Plan. The benefits described are not conditions of employment, nor is the Summary Plan Description intended to create an employment contract between you and a Windstream company. Nothing in this Summary Plan Description should be interpreted as a limitation on your right or a Windstream company's right to terminate your employment at any time, with or without cause, subject to applicable collective bargaining obligations.

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 does not provide for pre-retirement death benefits).
- Death of a pensioner who has not taken an optional payment form with a death benefit.
- 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, active and terminated vested 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).
- Reemployment of a pensioner by Windstream after February 28, 2014 (resulting in your not being eligible to participate in the Plan).
- 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 \$265,000 for 2016.
- 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.

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 Call Center at 1-800-228-4015 or visit our Benefits Online website 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.)

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.

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, (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 three years of the date the first payment would have been due you.

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, including collective bargaining agreements, 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, including collective bargaining agreements, 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 every twelve months. 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 in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied, in whole or in part, 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 a copy of plan documents or the latest annual report 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 these costs and 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

Participants and beneficiaries may receive from the Plan Administrator, upon written request, a complete list of employers participating in the Plan, information as to whether a particular employer is a participating employer of the Plan and, if the employer is a participating employer, the participating employer's address. Similarly, the Plan Administrator will arrange

to provide participants 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.

**Trustee 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