

**GTE HOURLY NON-BARGAINING
APPENDIX
WINDSTREAM PENSION PLAN
SUMMARY PLAN DESCRIPTION
(January 1, 2016)**

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APPENDIX II GTE HOURLY NON-BARGAINING APPENDIX: SPECIAL VESTING AND SERVICE CREDITING

Vesting Years of Service and/or Benefit Service may be granted under the Windstream Pension Plan (the "Plan") to certain employees for service performed for a prior employer. For example, service may be granted if benefits under a plan maintained by a prior employer were consolidated into the Plan. Service also may be granted 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.

This Appendix describes provisions applicable to hourly non-bargaining employees of GTE South Incorporated and related entities ("GTE") whose employment was transferred to the employer (Alltel) as part of the transaction that closed on November 1, 1993.

VESTING YEARS OF SERVICE

Your period of employment with GTE prior to November 1, 1993 is counted as "Vesting Years of Service" under the Plan. You will be credited with the number of whole years of vesting service that were credited under the GTE South Incorporated (Southeast) Plan for Hourly-Paid Employees' Pensions (the "GTE Plan") through October 31, 1993.

For the 1993 calendar year, you will receive credit under the Plan for the hours of service you had on November 1, 1993 under the GTE Plan.

BENEFIT SERVICE

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

GTE BENEFIT SERVICE

For purposes of determining eligibility for early retirement and commencement of deferred vested pensions for a benefit transferred from the GTE Plan, service (GTE Benefit Service) is determined in a manner similar to "Accredited Service" under the former GTE Plan. In general, a year of "GTE Benefit Service" is credited for a calendar year in which you are credited with the lesser of 2080 hours of service or the standard number of hours worked in the calendar year by comparably-situated employees as set forth in written company policies. A partial year is credited based on your hours credited for the year to the hours needed for a full year of GTE Benefit Service.

CONTEL PROVISIONS

The benefits of certain hourly non-bargaining employees who were participants in the Contel System Pension Plan (the "Contel Plan") on February 1, 1993 (the "Contel Participants") were transferred to the GTE Plan effective as of February 1, 1993. If you are a Contel Participant, your

vesting service under the GTE Plan includes your vesting service credited under the Contel Plan on February 1, 1993. Also, your service under the Contel Plan is included in service under the GTE Plan for purposes of determining eligibility for early retirement and commencement of deferred vested benefits.

APPENDIX IV GTE HOURLY NON-BARGAINING: PRIOR PLANS

If you were a participant in the GTE South Incorporated (Southeast) Plan for Hourly-Paid Employees' Pensions (the "GTE Plan") and your GTE Plan benefit was transferred to the Windstream Pension Plan (formerly part of the Alltel Corporation Pension Plan) (the "Plan") on November 1, 1993, you became a participant in the Plan.

Your benefit under the Plan will include both the benefit earned under the prior GTE Plan determined as of October 31, 1993, and the benefit you earn under the Plan formula after October 31, 1993. This appendix describes the prior GTE Plan benefit.

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

GTE PENSION FORMULA

Your prior GTE Plan benefit is the benefit you earned under the prior GTE Plan as of October 31, 1993, which is the date the prior GTE Plan was frozen. The amount of your prior GTE Plan benefit includes any applicable reductions for benefits under certain other pension plans and any applicable minimum benefit, as specified in the prior GTE Plan.

The benefits of certain hourly non-bargaining employees who were participants in the Contel System Pension Plan (the "Contel Plan") on February 1, 1993 (the "Contel Participants") were transferred to the prior GTE Plan effective as of February 1, 1993. If you are a Contel Participant, your prior Contel Plan benefit and participation is reflected in your prior GTE Plan benefit.

TYPES OF GTE RETIREMENT

GTE Normal Retirement

Your normal retirement date for your prior GTE Plan benefit is the last day of the month in which you attain age 65.

The prior GTE Plan's normal retirement benefits are payable beginning on your prior GTE Plan's normal retirement date and are calculated as of October 31, 1993 using the prior GTE Plan's formula.

GTE Early Retirement

You may retire early (before your normal retirement date) with respect to your prior GTE Plan benefit if you have completed 15 years of service and have combined age and service that totals 76 or more (the "Rule of 76"). For this purpose, service is your combined GTE Benefit Service and prior GTE Plan's Accredited Service.

The prior GTE Plan's early retirement benefit is calculated in the same manner as the prior GTE Plan's normal retirement benefit. If you begin receiving your GTE Plan's early retirement benefit before your normal retirement date, your annual pension is unreduced if you have 30 or more years of combined GTE Benefit Service and GTE Plan's Accredited Service. If you have less than 30 years of service, your annual pension is multiplied by the early commencement percentage in the following table:

Pension Commencing under Rule of 76 at Age	Percentage
55 or later	100%
54	97%
53	94%
52	91%
51	88%
50	85%
49 or earlier	82%

The above percentages are adjusted by 1/4 of 1% for each full month by which your pension commences after the first of the month following a listed age.

If you are vested, but not eligible for Rule of 76 early retirement, you may commence your vested benefit early as provided in the "GTE Deferred Vested Commencement" section.

Contel Provisions – Early Retirement

If you are a Contel Participant, your prior GTE Plan benefit generally is the greater of (A) or (B), as follows:

Method A - the sum of your Contel Plan benefit as of January 31, 1993 and your GTE formula benefit determined using only GTE Plan accrual service.

Method B - your GTE formula benefit determined using both GTE and Contel Plan accrual service.

If you satisfied the Contel Plan requirements for early retirement on January 31, 1993 (generally age 55 and 10 years of vesting service), the Contel Plan early retirement reduction will apply to your Contel Plan benefit under method A. No early commencement reduction will apply to your GTE formula benefit.

If you satisfy the Contel Plan requirements for early retirement on or after February 1, 1993, the Contel Plan early retirement reduction will apply to your Contel Plan benefit under method A. If you have not satisfied the GTE Plan requirements for early retirement, the GTE deferred vested reduction will apply to your GTE formula benefit.

If you satisfy the GTE Plan requirements for early retirement, the GTE early retirement reduction will apply to your GTE formula benefit. The Contel Plan early retirement reduction will apply to your Contel Plan benefit under method A.

The "GTE Early Retirement" section above describes the GTE early retirement reduction. The "GTE Deferred Vested Commencement" section below describes the GTE deferred vested reduction. The Contel Plan early commencement reduction generally is at a rate of 4% per year prior to age 60.

Deferred Retirement

If you choose to continue working past the prior GTE Plan's normal retirement date, your prior GTE 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 GTE Plan benefit, you are reemployed by Windstream or a subsidiary, payment of your prior GTE Plan benefit generally will be suspended.

GTE VESTED BENEFITS

GTE Deferred Vested Benefit

You will become vested in your prior GTE 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 are used to determine if you have become vested with respect to your prior GTE Plan benefit. Your Vesting Years of Service include the vesting service under the prior GTE Plan as described in Appendix II: Special Vesting and Service Crediting.

GTE Deferred Vested Formula

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

GTE Deferred Vested Commencement

The prior GTE Plan's deferred vested benefit may be commenced after your employment terminates at the following times:

- (i) At your prior GTE Plan's normal retirement date.
- (ii) At or after you attain age 55 if you have 10 or more years of service.
- (iii) When your combined age and service totals 76 or more if you have 15 or more years of service.

For this purpose, service is your combined GTE Benefit Service and prior GTE Plan's Accredited Service.

If you commence your prior GTE Plan's deferred vested benefit before your normal retirement date, the benefit is actuarially reduced. The reduction for commencement prior to your normal retirement date is made in accordance with the following table:

Deferred Vested Pension Commencing at Age	Percentage
65 and over	100%
64	93.3%
63	86.7%
62	80.0%
61	73.3%
60	66.7%
59	61.7%
58	56.7%
57	51.7%
56	46.7%
55	41.7%
54	38.3%
53	35.0%
52	31.7%
51	28.4%
50	26.3%
49	24.3%
48	22.5%
47	20.9%
46	19.4%
45	18.0%

The above percentages are adjusted for each full month by which your pension commences following a listed age.

Contel Provisions - Deferred Vested Commencement

If you are a Contel Participant, your prior GTE Plan's deferred vested benefit may be distributed following your termination of employment as described in the "GTE Deferred Vested Commencement" section above. You may also commence your GTE deferred vested benefit at or after age 55 if you have 10 or more years of vesting service.

Your GTE deferred vested benefit is reduced for early commencement as described in the "GTE Deferred Vested Commencement" section above. You will receive your Contel Plan benefit reduced at a rate of 5% per year prior to age 65 if that amount is greater than your reduced GTE deferred vested benefit.

GTE FORMS OF PAYMENT

Your prior GTE Plan benefit is calculated in the form of a single life annuity, which provides monthly payments to you for your life.

GTE Normal Form of Payment

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

Single Participants

If you are single, the normal form of payment for the prior GTE Plan benefit is a Single Life Annuity. The Single Life Annuity provides monthly payments to you for your life. No additional benefits are paid after your death.

Married Participants

If you are married, the normal form of payment for the prior GTE Plan benefit is a 50% Qualified Joint and Survivor Annuity (the "QJSA"). The QJSA provides a reduced amount for your life and, following your death, 50% of the reduced amount to your spouse for life.

Your monthly payments under the QJSA will be less than a Single Life Annuity because payments are payable for both your lifetime and that of your spouse. The amount that 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.

GTE Optional Forms of Payment

Depending upon your personal needs, you may elect to receive your prior GTE Plan benefit in another form of payment. If you are married and choose a form of payment other than the QJSA, 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 GTE Plan benefit are the following:

Single Life Annuity
Joint and Survivor Annuity
Five-Year Certain and Life Annuity
Windstream Forms

GTE Single Life Annuity

The Single Life Annuity for your prior GTE 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.

GTE Joint and Survivor Annuity

The Joint and Survivor Annuity for your prior GTE Plan benefit provides reduced monthly payments to you for your life, and, following your death, a designated percentage of your monthly benefit will be paid to your designated beneficiary for his or her lifetime. The designated percentage may be either 33-1/3%, 50% or 100%. If your spouse is your designated beneficiary, the designated percentage may be 33-1/3%, 50%, 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 that 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.

GTE Five-Year Certain and Life Annuity

The Five-Year Certain and Life Annuity for your prior GTE 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.

Windstream Forms

If your prior GTE Plan benefit commences at the same time as the benefit you earn under the Plan formula after October 31, 1993, you may elect to receive your entire benefit in one of the forms available for the benefit you earn under the Plan formula after October 31, 1993. See the "Optional Forms of Retirement Benefit Payments" section of the Windstream Pension Plan – Nonbargaining summary plan description.

Once your prior GTE 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 GTE 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 the "Cash Settlements" section of the Windstream Pension Plan – Nonbargaining summary plan description.

Contel Provisions - Optional Forms of Payment

If you are a Contel Participant, your Contel Plan benefit is included in your prior GTE Plan benefit.

GTE PRE-RETIREMENT SPOUSE'S PENSION

If you have commenced receiving your prior GTE 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 GTE Plan benefit.

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

If you have elected to commence your prior GTE Plan benefit in an optional form and die before commencement, payment will be made in accordance with the optional form. If you are married, the election must include a waiver by your spouse (in writing and witnessed by notary) of the GTE Pre-retirement Spouse's Pension.

GTE Pre-retirement Spouse's Pension

A Spouse's Pension with respect to your prior GTE Plan benefit is payable only if you are vested in your prior GTE Plan benefit, are married at your death, and have not waived the Spouse's Pension.

The Spouse's Pension with respect to your prior GTE Plan benefit is equal to the annual amount payable to your spouse under the 50% Qualified Joint and Survivor Annuity (QJSA) 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 GTE 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 GTE Plan benefit prior to your normal retirement date only if you could have elected to commence your prior GTE Plan benefit before your normal retirement date had you survived. The Spouse's Pension may commence on or after the date you could have commenced your prior GTE Plan benefit.

If, prior to termination of employment, you had satisfied the requirements for Rule of 76 early retirement, the Spouse's Pension is reduced in accordance with the Rule of 76 early commencement factors. In all other situations, the Spouse's Pension is reduced in accordance with the early commencement factors described in the "GTE Deferred Vested Commencement" section.