Windstream Pension Plan

Summary Plan Description
For Certain Kentucky Bargaining Unit Employees

January 1, 2016

CWA 3371*

CWA 3372*

IBEW 463*

*This Summary Plan Description applies only to certain Windstream employees covered by a collective bargaining agreement with CWA 3371, CWA 3372, or IBEW 463. Please see the Eligibility section of this Summary Plan Description for details.

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

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Highlights of the Windstream Pension Plan for Certain Kentucky Bargaining Unit Employees

This Highlights section is intended to give you a quick overview of the Windstream Pension Plan (the "Plan"). It leaves out many details that are necessary to determine your precise pension rights and benefits under the Plan. For more information, please refer to the Summary Plan Description following this Highlights section.

The Plan is a defined benefit retirement plan provided by Windstream. When you are eligible to retire under the Plan, you will receive a monthly benefit based on your years of service and compensation.

Eligibility

This summary applies if you meet the following requirements:

- you work as a regular employee of Windstream;

  and

- you are covered by a collective bargaining agreement, which provides for your participation in the pension formula, with either the International Brotherhood of Electrical Workers Local 463 or with the Communications Workers of America Local 3371 or 3372;

  and

- 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;

  and

- you have been either
  - ♦ employed with Alltel Corporation (and then Windstream) and a member of the IBEW Local 463 since February 7, 2004,

    or

  - ♦ employed with Alltel Corporation (and then Windstream) and a member of the CWA Local 3371 or 3372 since October 4, 2003.

Windstream Spinoff

Your prior Alltel Plan benefit was transferred to the Plan as part of the spinoff of Alltel's wireline business to Windstream. Your years of service and compensation under the Plan include your years of service and compensation under the prior Alltel Plan.

Vesting

After completing five years of vesting service, you are 100% vested, which means you have rights to the pension benefit you have earned.

Pension Benefit Formula

Your pension benefit is based on your years of Accredited Service and your Average Annual Compensation. If you were covered by a collective bargaining agreement with CWA 3371 or 3372 and elected to opt-out of pension plan participation effective January 1, 2016 (an “Opt-out Participant”), your years of Accredited Service and your Average Annual Compensation will be determined as of December 31, 2015 for determining your pension benefit.

The annual normal retirement benefit formula is: 1.35% X Average Annual Compensation X years of Accredited Service.

The following shows a sample calculation. Keep in mind this is an example only and your Average Annual Compensation and years of Accredited Service are likely to be different.

Calculating Your Pension Benefit – Example

Assumptions used for this example are:

Total Years of Accredited Service: 13

Average Annual Compensation: $30,000

Calculation of your Accrued Pension Benefit

Percentage Factor		1.35%
Total Accredited Service	x	13
Average Annual Compensation	x	$30,000
Total Accrued Annual Pension		$ 5,265
	÷	12
Total Accrued Monthly Pension		$438.75

The total Accrued Pension of $438.75 represents your monthly pension benefit payable in the form of a life annuity (monthly payments for your lifetime) upon attainment of age 65. If you are an active participant (*i.e.*, not an Opt-out Participant), the longer you work for Windstream, the greater your monthly pension benefit becomes. If you are an Opt-out Participant, you may grow into early retirement (including commencement without early commencement reductions) with continued employment, but the amount of your total Accrued Pension is determined as of December 31, 2015. If you are married, the normal form of payment is the 50% Qualified Joint and Survivor Annuity, which provides a reduced amount for your life, continuing thereafter in one-half the reduced amount for the life of your spouse.

Factors Affecting Your Pension Benefit

Your pension benefit might differ from the example above for many reasons, such as:

- retirement before or after age 65
- accruals under another plan formula or other plan
- payment in an optional form

Please refer to Appendix II: Sample Calculations for examples of some of these calculations.

Retirement Eligibility

Normal retirement under the Plan is generally age 65. However, if you were first employed after age 60, your normal retirement age will be the fifth anniversary of your date of hire.

You may retire early (before normal retirement) if you have 30 or more years of Accredited Service or you have at least 15 years of Accredited Service and your age plus years of Accredited Service add up to 76 or more. If you are an Opt-out Participant, you will continue to earn Accredited Service with your continued employment for purposes of determining eligibility for early retirement. Early retirement may result in a reduced pension benefit.

Normal Form of Benefit Payments

The normal form of payment generally is a life annuity (monthly payments for your lifetime only). However, if you are married at your retirement, the normal form of payment is the 50% Qualified Joint and Survivor Annuity, which provides a reduced amount for your life, continuing thereafter in one-half the reduced amount for the life of your spouse. Your spouse generally must consent (with the consent witnessed by a notary) to your election of another form of payment.

Termination of Employment Prior to Retirement

If your employment terminates before you have reached retirement age but after you have five years of Vesting Service, you still qualify for a benefit. This benefit is equal to your Accrued Pension benefit at the time your employment terminates. You may begin receiving your benefit when you reach normal retirement age. Under certain circumstances and depending on your years of Accredited Service when you terminate, you may be eligible to commence your benefit earlier than normal retirement age on a reduced basis. If you are an Opt-out Participant, you will continue to earn Accredited Service with your continued employment for purposes of determining eligibility to commence your benefit early. Please refer to the "Deferred Vested" sections of the Summary Plan Description for specific conditions and details.

Death Prior to Retirement

If you are married and die before you start receiving your vested pension, your spouse generally will be eligible for a survivor benefit. If you are not married, preretirement survivor benefits generally are not available. Please refer to the "Preretirement Death Benefits (Spouse's Pension or Qualified Preretirement Survivor Annuity)" section of the Summary Plan Description for specific conditions and details.

Windstream Pension Plan
Summary Plan Description
for Certain Kentucky Bargaining Unit Employees

This Summary Plan Description ("SPD") provides a summary of the employee benefits included in the Windstream Pension Plan (effective as of January 1, 2016) for certain Kentucky bargaining unit employees. Certain capitalized terms are defined in Appendix I: Important Terminology.

Generally, this SPD applies to you if you meet the following requirements:

- you work as a regular employee of Windstream;

  and

- you are covered by a collective bargaining agreement, which provides for your participation in the pension formula, with either the International Brotherhood of Electrical Workers Local 463 or with the Communications Workers of America Local 3371 or 3372;

  and

- 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;

  and

- you have been either
  - ♦ employed with Alltel (and then Windstream) and a member of the IBEW Local 463 since February 7, 2004,

    or

  - ♦ employed with Alltel (and then Windstream) and a member of the CWA Local 3371 or 3372 since October 4, 2003.

If your employment terminated or if you retired before January 1, 2016, your rights and benefit amounts are described in earlier SPDs. This SPD has been prepared specifically for the employees described above. Separate SPDs have been prepared for other Windstream employees, including those who are not covered by a collective bargaining agreement. Also, a separate SPD has been prepared for bargaining unit employees of Windstream Kentucky East, Inc. who have not met the eligibility requirements described above (*i.e.*, generally those employees who are members of CWA 3371 or 3372 and were hired or rehired after October 4, 2003 and those employees who are members of IBEW 463 and were hired or rehired after February 7, 2004).

.If you were covered by a collective bargaining agreement with CWA 3371 or 3372 and elected to opt-out of pension plan participation effective January 1, 2016 (an "Opt-out

Participant"), you will not accrue additional pension benefits under the Plan after December 31, 2015

Except in limited circumstances, (*e.g.*, see "Qualified Domestic Relations Order" section below), your pension benefit 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 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.

Prior Alltel Plan

Your prior Alltel Plan pension benefits, along with your prior Alltel Plan service and compensation history, were transferred from the prior Alltel Plan to the Plan.

For some of you, your prior Alltel Plan pension benefits include Verizon pension benefits that were transferred to the prior Alltel Plan from the GTE South Inc. (Kentucky) Plan for Hourly-Paid Employees' Pensions (the "prior Verizon Plan"). Your prior Verizon Plan pension benefits were transferred to the prior Alltel Plan if you

- became an Alltel bargaining unit employee on August 1, 2002, in connection with Alltel's purchase of Verizon wireline properties in Kentucky

  and

- you were a participant in the prior Verizon Plan on July 31, 2002.

As a result of these transfers, your prior service and compensation with Verizon and Alltel as recognized under the prior Alltel Plan along with your service and compensation with Windstream are recognized and used to compute your pension benefit under the Plan. If you are an Opt-out Participant, your pension benefit is calculated using your service and compensation as of December 31, 2015.

ELIGIBILITY

You are eligible to participate in the Plan as described in this SPD if you are employed as a regular employee of Windstream Corporation or a related entity that has adopted the Plan for a class of employees that includes you and you are covered by a collective bargaining or other agreement that provides for your participation in the Plan. You are a member of the covered class of employees if you meet the following requirements:

- you work as a regular employee of Windstream;

and

- you are covered by a collective bargaining agreement, which provides for your participation in the pension formula, with either the International Brotherhood of Electrical Workers Local 463 or with the Communications Workers of America Local 3371 or 3372;

and

- 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;

and

- you have been either
  - ♦ employed with Alltel (and then Windstream) and a member of the IBEW Local 463 since February 7, 2004,

  or

  - ♦ employed with Alltel (and then Windstream) and a member of the CWA 3371 or 3372 since October 4, 2003.

The covered class of employees eligible to participate in the Plan as described in this SPD is closed. No other employees will become participants or accrue additional benefits in the Plan. For purposes of clarity, if you cease to be employed in employment covered by the respective bargaining agreement with IBEW Local 463, CWA 3371, or CWA 3372, you will not be eligible again to participate and accrue benefits under the Plan as described in this SPD.

If you are an Opt-out Participant, you will not accrue additional pension benefits under the Plan after December 31, 2015.

ENROLLMENT

When your prior Alltel Plan benefit was transferred to the Plan as part of the spinoff of Alltel's wireline business to Windstream, you automatically became a participant in the Plan. No further enrollment is required.

COSTS

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

WHEN YOUR PENSION PAYMENTS START

The date pension payments are scheduled to start is your pension commencement date. You choose your pension commencement date, within Plan limits. Your pension commencement date is based on when you choose to retire, when you want payments to start, and your eligibility for receiving payments. Checks are payable the first day of each month.

PENSION BENEFIT FORMULA

Your pension benefit is based on your years of Accredited Service and your Average Annual Compensation. If you are an Opt-out Participant, your years of Accredited Service and your Average Annual Compensation will be determined as of December 31, 2015 for determining your pension benefit.

The Plan recognizes your Accredited Service and compensation earned under the prior Alltel Plan (including the prior Verizon Plan).

The annual normal retirement benefit formula is: 1.35% X Average Annual Compensation X years of Accredited Service.

The following shows a sample calculation. Keep in mind this is an example only and your Average Annual Compensation and years of Accredited Service are likely to be different.

Calculating Your Pension Benefit – Example

Assumptions used for this example are:

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Calculation of your Accrued Pension Benefit

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The total Accrued Pension of $438.75 represents your monthly pension benefit payable in the form of a life annuity (monthly payments for your lifetime) upon attainment of age 65. If you are an active participant (*i.e.*, not an Opt-out Participant), the longer you work for Windstream, the greater your monthly pension benefit becomes. If you are an Opt-out Participant, you may grow into early retirement (including commencement without early commencement reductions) with continued employment, but the amount of your total Accrued Pension is determined as of December 31, 2015. If you are married, the normal form of payment is the 50% Qualified Joint and Survivor Annuity, which provides a reduced amount for your life, continuing thereafter in one-half the reduced amount for the life of your spouse.

The calculation for your total Accrued Pension might differ from this formula. Please refer to Appendix II: Sample Calculations for more detailed information and illustrations.

Retention Bonus Pension Enhancement

If you were eligible for a retention bonus pension enhancement benefit under the prior Verizon plan provisions of the prior Alltel plan, you will receive the retention bonus pension enhancement when you separate from service with Windstream. An eligible employee who met the Verizon Retention Bonus Program eligibility requirements had to remain in the continuous employ of Verizon from April 1, 1999 through September 30, 2000 (eighteen months) in order to earn the retention bonus.

The retention bonus is equal to a lump-sum payment of 36% of the employee's total monthly eligible compensation for the 12-month period ending on the date the employee separates from service. This lump-sum payment will be converted to an actuarially equivalent amount based on the form of payment you select, if other than a lump-sum benefit payment.

The retention bonus pension enhancement is not illustrated in the Appendix II sample calculations.

Minimum Benefits

The Plan has a minimum annual benefit to make sure pensions do not fall below a certain level. However, most employees will receive a benefit that is higher than the following minimum that is based on years of Accredited Service.

Years of Accredited Service	Minimum Annual Benefit
40 or more years	$11,700
35 but less than 40 years	$10,300
30 but less than 35 years	$8,900
25 but less than 30 years	$7,500
20 but less than 25 years	$6,100
15 but less than 20 years	$4,700

If you terminate with a Deferred Vested Pension, your minimum is determined as follows: First, you determine the minimum benefit based on the Accredited Service you would have had if you continued employment to your Normal Retirement Date. Second, you then reduce such minimum benefit by multiplying it by the ratio of your actual Vesting Service to the Vesting Service you would have had if you continued employment to your Normal Retirement Date. The reduced amount is your minimum annual benefit. The minimum benefit is further reduced for early commencement. Please refer to "When Your Pension Benefit is Reduced" section of the Summary Plan Description for details.

If you are an Opt-out Participant, the minimum benefit is determined as of December 31, 2015.

The Plan recognizes your Accredited Service earned under the prior Alltel Plan (including the prior Verizon Plan).

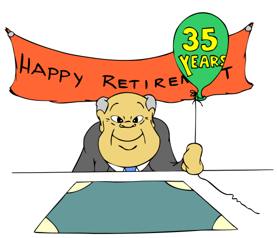
Change in Employment Status

If you have a change in employment status where you change from employment covered by the respective bargaining agreement with IBEW Local 463, CWA 3371, or CWA 3372 to other employment with Windstream, 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 IBEW Local 463, CWA 3371, or CWA 3372 while eligible to participate in the Plan as described in this SPD). Further, if you have a change in employment status, you will not be eligible again to participate and accrue benefits under the Plan as described in this SPD.

Maximum Benefits

For certain highly paid employees, federal law limits the benefits payable and the compensation that may be considered from tax-qualified plans like the Plan. For more information, call a Merrill Lynch Service Representative at 1-800-228-4015 or visit our Benefits Online website at www.benefits.ml.com.

TYPES OF PENSION BENEFITS



Normal Retirement

Generally, normal retirement age is 65. However, if you were first employed after age 60, your normal retirement age will be the fifth anniversary of your date of hire.

Your Normal Retirement Date is the last day of the month in which you reach normal retirement age.

Late Retirement

Participants who work past normal retirement age will continue to earn pension benefits. Your pension will not commence until you actually terminate employment, except (i) as described below under "Mandatory Distribution After Age 70½" and (ii) you may elect to receive one voluntary post normal retirement age distribution while actively employed. For more information, call a Merrill Lynch Service Representative at 1-800-228-4015 or visit our Benefits Online website at www.benefits.ml.com.

Mandatory Distribution After Age 70½

You must begin receiving your pension by April 1 of the calendar year following age 70½, even if you are actively employed.

Early Retirement

You can choose to retire before normal retirement if

- you have 30 or more years of Accredited Service; or
- you have at least 15 years of Accredited Service, and your age plus years of Accredited Service add up to 76 or more.

You receive credit for fractional years of age or service (in excess of 15 years). For example, if you are age 56 and three months, you would qualify for early retirement if you had 19 years and nine months of Accredited Service.

If you are an Opt-out Participant, you may continue to earn Accredited Service for purposes of determining eligibility for early retirement, but the amount of your total Accrued Pension is determined as of December 31, 2015.

If you decide to retire early, your early retirement date will be the day you leave (end employment) with Windstream. You can elect to commence your Early Retirement Pension as of the first day of any month following your early retirement date (and before your normal retirement date).

If you have at least 30 or more years of Accredited Service or have attained age 55, there will be no reduction for early commencement. If you do not have at least 30 or more years of Accredited Service and want your Early Retirement Pension to start before you attain age 55, there is a reduction for early commencement. Please refer to "When Your Pension Benefit is Reduced" section of the Summary Plan Description for details.

The Plan recognizes your Accredited Service earned under the prior Alltel Plan (including the prior Verizon Plan).

Disability Retirement

If you become disabled while in active service and after you have at least 15 years of Accredited Service, you may be eligible for a pension benefit. To qualify you must meet the Plan's definition of disabled.

If you are an Opt-out Participant, you may continue to earn Accredited Service for purposes of determining eligibility for disability retirement, but the amount of your total Accrued Pension is determined as of December 31, 2015.

Under the Plan, generally, you are considered disabled if the Benefits Committee determines that you are unable to do any job for which you are reasonably qualified by training, education, background, or experience.

The disability must be documented with medical records and your condition must be expected to last indefinitely or to end in your death.

The Plan recognizes your Accredited Service earned under the prior Alltel Plan (including the prior Verizon Plan).

Deferred Vested Pensions

If you leave Windstream with five or more years of Vesting Service but before you are eligible to retire (under the normal, early and disability retirements described above), you have rights to the pension benefit you earned as a Windstream employee. Your benefit is called a Deferred Vested Pension; deferred because it generally will be paid to you at a later date and vested because it belongs to you.

If your benefit has an actuarial present value of $5,000 or less, the benefit will be "cashed out" by paying its value in an immediate lump sum. Please refer to the Cash Settlement section of this SPD for more details.

If the actuarial present value of your pension is more than $5,000, your Deferred Vested Pension can start on the first day of the month following your normal retirement age. It can also start as early as age 55, if you have at least 10 years of Accredited Service. Or, if you have 15 or more years of Accredited Service, your pension can start as soon as your age plus Accredited Service total 76. If you want your Deferred Vested Pension to start before your normal retirement age, it will be permanently reduced for early commencement. Please refer to "When Your Pension Benefit is Reduced" section of the Summary Plan Description for details.

If you leave Windstream before normal retirement age and before you have five years of Vesting Service, you are not entitled to receive a pension.

The Plan recognizes your Accredited Service earned under the prior Alltel Plan (including the prior Verizon Plan).

Preretirement Death Benefits (Spouse's Pension or Qualified Preretirement Survivor Annuity)

If you are married and die before you start receiving your vested pension, your spouse generally will be eligible for a survivor benefit called the Qualified Preretirement Survivor Annuity. If you are not married, preretirement survivor benefits generally are not payable. (If you have already started your pension, this section does not apply to you since the provisions governing your chosen form of payment dictate what, if any, benefit is due upon your death.)

If you are a former employee, elect to commence your vested pension and die before you start receiving your vested pension, your chosen form of payment generally will dictate what, if any, benefit is payable upon your death.
Please refer to the "Effects of Death on Payment Elections" section of the Summary Plan Description for specific conditions and details.

If your spouse is eligible for the Qualified Preretirement Survivor Annuity, one of the following applies to determine the amount of the Qualified Preretirement Survivor Annuity:

- If you are an active Windstream employee, are covered by a collective bargaining agreement with CWA 3371 or 3372 or IBEW 463 and are vested, your spouse will receive pension payments as if you had terminated employment on the date of your death, taken your pension at Normal Retirement Date under the terms of the normal form of payment for married participants, and died immediately. Your spouse may elect to commence his/her benefit as early as the first day of any month following the month of your death. No reductions for early commencement apply even if your spouse elects to commence his/her benefit prior to your Normal Retirement Date.

  or

- If you die with a vested pension benefit other than in circumstances described above, your spouse is to receive pension payments as if you had terminated employment on the date of your death (or actual date of employment termination, if earlier), taken your pension at Normal Retirement Date under the normal form of payment for married participants, and died immediately. Your spouse may elect to commence his/her benefit before Normal Retirement Date -- as early as when you could have started your benefit. Any reduction for early commencement that would have applied to you for early commencement will apply in determining pension payments payable to your spouse for commencement prior to your Normal Retirement Date.

In all cases, your spouse must survive until the Qualified Preretirement Survivor Annuity is due to start to receive the benefit. It will not be paid to your spouse's estate or other beneficiaries.

WHEN YOUR PENSION BENEFIT IS REDUCED

Reemployment After Payments Have Commenced

If you retire and then are reemployed by Windstream after you have started receiving monthly pension benefit payments, benefits will stop if you are credited with 40 or more hours of service a month. When you retire again, your pension benefit will be recalculated and paid in the form you elect under the Plan's regular distribution rules.

Pension benefits generally may not be recommenced while you are employed. Please refer to "Late Retirement" and "Mandatory Distribution After Age 70½" sections of this SPD for details on two exceptions.

As discussed in the "Eligibility" section of this SPD, if you retire, you will not be eligible again (*i.e.*, upon your reemployment) to participate and accrue benefits under the Plan as described in this SPD.

Two or More Pensions

If you are receiving a pension benefit from another plan or pension formula to which Windstream contributed or transferred assets, your Accrued Pension under this Plan will be reduced by any amount that is based on the same years of employment. The same applies if you received or are receiving a pension from another plan to which GTE (Verizon) or Alltel contributed or transferred assets.

Early Retirement

If you qualify and retire early, your pension can start on the first day of the month following your normal retirement age, or you can elect to have payments start earlier. If you have 30 or more years of Accredited Service or have attained age 55, your pension will not be reduced for early commencement. If you have less than 30 years of Accredited Service and want your payments to start before age 55, the amount of your pension will be permanently reduced for early commencement by ¼ of 1% (0.25%) for each full month that payments start before your 55th birthday. The following table illustrates the percentage of your pension benefit that you will receive for the following exact ages:

Age When Your Payments Start	Percentage of Your Accrued Pension
55 and over	100%
54	97%
53	94%
52	91%
51	88%
50	85%
49 and under	82%

If you commence your benefit between two of the exact ages illustrated above, your pension benefit will increase by ¼ of 1% (0.25%) for each full month payments start after your birthday. For example, if you are age 49 and three months, you will receive 82.75% (82% at age 49 plus 0.75% for three full months over age 49) of your Accrued Pension.

If you are an Opt-out Participant, you may continue to earn Accredited Service for purposes of determining eligibility for early retirement, but the amount of your total Accrued Pension is determined as of December 31, 2015.

Deferred Vested Commencing Early

If you terminate with a Deferred Vested Pension, are eligible for early commencement, and elect to start your payments before normal retirement age (which is generally age 65), the amount of your pension benefit will be permanently reduced for early commencement. The following table illustrates the percentage of your pension benefit that you will receive for the following exact ages (for fractional ages the factor is actuarially adjusted):

Age When Your Payments Start	Percentage of Your Pension
65 and over	100%
64	93.30%
63	86.70%
62	80.00%
61	73.30%
60	66.70%
59	61.70%
58	56.70%
57	51.70%
56	46.70%
55	41.70%
54	38.30%
53	35.00%
52	31.70%
51	28.40%
50	26.30%
49	24.30%
48	22.50%
47	20.90%
46	19.40%

OPTIONAL FORMS OF BENEFIT PAYMENTS

The Plan has the following normal forms of payment:

- If you are single, the normal form of payment is the Single Life Annuity.
- If you are married, the normal form of payment is the 50% Qualified Joint and Survivor Annuity, with your spouse as the designated beneficiary.

You can choose a payment method other than the normal form that applies to you. The Plan offers several. However, if you are married and choose a form of payment other than 50%, 66²/3%, 75% or 100% survivor option with your spouse as the designated beneficiary, your spouse must consent (and the consent must be witnessed by a notary public).

Single Life Annuity
Provides monthly income to you for life, with pension benefit payments ending at your death. It pays the largest monthly amount because benefits are not continued to someone else after your death.

50% Qualified Joint and Survivor Annuity
Enables your spouse to receive a monthly pension after your death equal to one-half of your monthly pension benefit. You receive a reduced monthly amount for your life. The amount your monthly pension benefit is reduced is based on your age and your spouse's age when you retire. If you die, 50% of your reduced monthly pension benefit will be paid to your spouse for his or her lifetime. If your pension benefit payments have started and your spouse dies, your pension benefit payments continue in the same amount.

Five-Year Certain and Life Annuity
Provides that your pension benefit will be paid for a minimum of five years. You receive monthly pension benefit payments for your life. If you die before you receive pension benefit payments for five years, your beneficiary or estate will receive pension benefit payments through the remainder of the five-year period. You receive a reduced monthly pension benefit in order to provide the minimum five years of pension benefit payments.

Designated Survivor
Allows you to name a survivor to receive a monthly pension benefit if you die before your survivor. You receive a reduced monthly amount for your life. The amount your monthly pension benefit is reduced depends on the percentage of it that you choose to have your survivor receive--$33\frac{1}{3}\%$, 50%, $66\frac{2}{3}\%$, 75% or 100%--, your age, and the age of your survivor. If the survivor you name is someone other than your spouse, you may not choose a percentage that would reduce (actuarially) your benefits by more than half.

Lump-Sum
Enables you to receive your pension benefit in a one-time lump-sum payment, as compared to receiving benefits each month. The amount of your lump-sum payment is the actuarial present value of your pension calculated as of your pension commencement date.

APPLYING FOR YOUR PENSION BENEFIT

A pension application, the "Pension Package," may be obtained from a Merrill Lynch Service Representative 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 you be given certain information 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.)

EFFECTS OF DEATH ON PAYMENT ELECTIONS

You will be asked to choose a payment method when you begin the pension benefit commencement process. Once you choose a payment method by completing the appropriate forms, the Plan specifies how your pension benefit will be paid if you or your beneficiary dies.

If you die after payments begin
If you die after payments begin, the provisions governing your form of payment method dictate if any benefit is due upon your death.

If you die before your retirement date and before your pension commencement date

- If you die before your retirement date (termination of employment) and have made a Qualified Joint and Survivor Annuity payment election, your election will be honored.
- If you die before your retirement date (termination of employment) and have made a payment election other than a Qualified Joint and Survivor Annuity election, it will not be valid. If you have a spouse who is eligible to receive benefits, he or she will receive a Spouse's Pension.

If you die after your retirement date but before your pension benefit commencement date

- If you die after your retirement date (termination of employment) but before your pension benefit commencement date and have a valid payment election (including waiver of the Qualified Preretirement Survivor Annuity), it will be honored.
- If you die after your retirement date (termination of employment) and do not have a valid payment election, but have a spouse who is eligible to receive benefits, he or she will receive a Spouse's Pension.

If your beneficiary dies before your pension benefit commencement date
If you choose a Designated Survivor payment method that continues payments to a beneficiary after your death and your beneficiary dies before your pension benefit commencement date; your election will be cancelled.

CASH SETTLEMENTS

Many circumstances can result in a relatively small pension benefit being payable. 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 your benefit exceeds $1,000 in present value, but is $5,000 or less in present value, and you do not make an election between a cash payment or direct rollover of your lump sum payment, an automatic direct rollover of you 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 your spouse's benefit is $5,000 or less, the benefit will be paid in a single sum

SOCIAL SECURITY PAYMENTS

When you retire, you may receive income from Social Security. This is in addition to your pension benefit from the Plan. Here is a brief review of benefits provided by the law 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). 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 accrual will cease, but all Accrued Pensions 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.

PLAN MERGERS OR TRANSFERS

If the Plan is merged, or if Plan assets are transferred to another plan, your current Accrued Pension benefit will be protected. Your Accrued Pension under the new plan, if that plan were to terminate immediately after the change, would be at least equal to the amount you would have been entitled to receive if this Plan had been terminated just before the change.

RECEIVING LESS THAN YOU EXPECTED

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

- Your employment terminates before you are vested.
- If you are an Opt-out Participant, your total Accrued Pension is determined as of December 31, 2015.
- A delay in filing a proper application on a timely basis.
- Death prior to commencement of retirement benefits (if you are not married, the Plan generally does not provide any preretirement death benefits).
- Death of a pensioner who had not taken an optional payment form with a death benefit.
- You have a "break in service" with respect to your Vesting Service and Accredited Service. Generally, a "break in service" is incurred if you work less than 500 hours in a calendar year.
- If your employment terminates, you will not be eligible to participate in the Plan upon rehire.
- 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 discussion of Qualified Domestic Relations Orders below.
- 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 2015.
- 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.
- If you are overpaid from the Plan, the Plan Administrator may offset your current or future benefit payments or seek cash reimbursement to recover the overpayments.
- 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 SPD.

QUALIFIED DOMESTIC RELATIONS ORDER

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. Participants and beneficiaries can obtain from the Plan Administrator, without charge, a copy of the Plan's procedures governing qualified domestic relations orders.

UNIFORMED (MILITARY) SERVICE

If your absence from employment is necessitated by 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.

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.

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 (45 days for claims regarding disability) 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.

5. In the case of an adverse determination regarding disability, if an internal rule, protocol, or other similar criterion was relied upon in making the adverse determination, a statement that a copy of such rule, guideline, protocol, or other

criterion will be provided free of charge to you upon request. Also, if the adverse benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit, a statement that an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

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 (180 days for claims regarding disability) 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. For a claim regarding disability, the following apply: (1) The review will not afford deference to the initial adverse benefit determination and will be conducted by an appropriate named fiduciary who is neither the individual who made the adverse benefit determination that is the subject to the appeal, nor the subordinate of such individual. (2) In deciding an appeal of an adverse benefit determination that is based in whole or in part on a medical judgment, the named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. (3) You will be provided with the identity of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination. (4) The health care professional engaged for the purposes of a consultation will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal nor the subordinate of any such individual.

The Plan Administrator will provide a written decision on review not later than 60 days (45 days for claims regarding disability) 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 (90 days for claims regarding disability) 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. In the case of an adverse determination regarding disability, if an internal rule, protocol, or other similar criterion was relied upon in making the adverse determination, a statement that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request. Also, if the adverse benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit, a statement that an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request. 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, (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.

SPECIAL TRANSFER AND VESTING PROVISIONS

If any of the special rules outlined in this section apply to you and you would like more information, please contact a Merrill Lynch Service Representative at 1-800-228-4015 or visit our Benefits Online website at www.benefits.ml.com.

Former US Sprint, OSRAM Sylvania, Siemens, and Fujitsu Employees
Special rules may apply to you if your prior Alltel Plan pension benefits include prior Verizon Plan pension benefits and while with Verizon one of the following occurred:

- You transferred between GTE and US Sprint on or after July 1, 1986, and before July 1, 1989.
- You transferred directly from the North American Lighting business to OSRAM Sylvania on January 29, 1993, at the time of the divestiture.
- You transferred between GTE and Siemens Transmission Systems, Inc. on or after September 30, 1986, and on or before October 1, 1989.
- You transferred between GTE and Fujitsu Business Communication Systems, Inc. on or after April 1, 1987, and on or before September 1, 1989.

When you retire, your benefit will be calculated both under the terms of the Plan in effect when you leave Windstream and under special rules. You will get the larger amount.

Former Contel Corporation Employees
Special rules may apply to you if your prior Alltel Plan pension benefits include prior Verizon Plan pension benefits and you were employed by the Contel Corporation and participated in the Contel Retirement Savings Plan (CRSP) or the Contel System Pension Plan (CSPP) and you transferred to a participating GTE business unit on or after March 14, 1991. Generally, employees participating in the CSPP were transferred to the prior plan on February 1, 1993. If you were eligible for early retirement under the rules of the CSPP as of your plan transfer date to GTE, your eligibility will also be recognized under the Plan.

The Plan recognizes the period of Vesting Service under both the CSPP and CRSP plans for vesting and benefit eligibility purposes in the Plan. Your Vesting Service was calculated as of your plan transfer date to GTE. If you were a participant of the CRSP and never participated in the CSPP, when you retire from Windstream your benefit will be calculated using only GTE, prior Alltel Plan and Windstream service. If you are an Opt-out Participant, your total Accrued Pension is calculated using your service as of December 31, 2015.

The Plan recognizes the period of credited service under the CSPP plan for benefit accrual purposes in the Plan. Your credited service under the CSPP was calculated as of your plan transfer date. Your accrued benefit under the CSPP was calculated as of your plan transfer date; this is known as your "A" benefit. Your "A" benefit is used when calculating your final Windstream pension plan benefit under a formula called the "A" + "B" or "C" calculation. You receive the greater of your "A" and "B" benefits added together, or your "C" benefit.

The components of this calculation are as follows:

"A" component	Accrued benefit under the CSPP as of your plan transfer date to GTE.
+	
"B" component	Benefit calculated under the Windstream Plan using service from your plan transfer date to GTE until your retirement date.
or	
"C" component	Benefit calculated using all service while you were a participant in the CSPP and the GTE Plan and the Windstream Plan.

The "A" component will be reduced, if applicable, using the early retirement reductions in the CSPP.

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 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.

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 shall have the sole 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.

PLAN DATA

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 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 participants and beneficiaries with copies of appropriate collective bargaining agreements referencing the maintenance of the Plan.
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:	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.
Trust/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.

GENERAL INFORMATION

Statement of ERISA Rights

As a participant in the 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 and at other specified locations, 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 Employee Benefits Security 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 benefit 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 benefit, the statement will tell you how many more years you have to work to get a right to a pension benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.
- You may obtain summary plan descriptions ("SPDs") about Windstream's benefits plans on the Windstream Intranet. Select “Summary Plan Descriptions” under the Site Menu in the My Benefits section of the Intranet. If you do not have access to a computer, you may also contact a Merrill Lynch Service Representative at 1-800-228-4015 to request a copy of the SPD.

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 terminate you or otherwise discriminate against you because of 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 copies 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 a 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 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.

APPENDIX I - IMPORTANT TERMINOLOGY

Any terms not defined in this Summary Plan Description shall have the definition given in the Plan document.

"Accrued Pension" – Accrued Pension is the amount of benefit you have accumulated at any point in time. The Accrued Pension is payable in the form of a Single Life Annuity for your lifetime when you attain age 65 or Normal Retirement Age, if later.

"Accredited Service" – Accredited Service generally includes all the time you are an active employee of Windstream. If you are an Opt-out Participant, your Accredited Service for purposes of calculating your Accrued Pension is determined as of December 31, 2015. You earn one year of Accredited Service for each customary work year you complete. A customary work year usually equals 2,080 Hours of Service.

If you have less than 2,080 Hours of Service in any calendar year, you earn a partial year of Accredited Service. If you have less than 501 Hours of Service in a calendar year and leave Windstream by the end of that year, you will have a break in service. If you return to work for Windstream, the Accredited Service you previously earned can generally be "bridged" with the Accredited Service (if any) you earn after you return. How service is bridged is explained below.

If are an active participant (*i.e.*, not an Opt-out Participant) and you become disabled and qualify for benefits from Windstream's Long-Term Disability (LTD) Plan, you earn Accredited Service until your eligibility for payments under the LTD plan stops or you retire.

Your benefit under the Plan as described in this SPD is based only on the Accredited Service you earned during covered employment (*i.e.*, employment covered by the respective bargaining agreement with IBEW Local 463, CWA 3371, or CWA 3372 while eligible to participate in the Plan as described in this SPD).

The Plan recognizes your Accredited Service earned under the prior Alltel Plan (including the prior Verizon Plan).

"Average Annual Compensation" – Twelve times the average of your Monthly Compensation for your 60 consecutive highest paid months with Windstream. If you are an Opt-out Participant, your Average Annual Compensation is determined as of December 31, 2015.

The Plan recognizes your compensation under the prior Alltel Plan (including the prior Verizon Plan).

"Bridging Service" – If you have less than 501 Hours of Service in a calendar year and leave Windstream for any reason by the end of the year, you have a break in service and stop earning Vesting and Accredited Service. Accredited Service is explained above and Vesting Service is explained below.

If you return to work at Windstream, your service before and after you left will be bridged, as long as you had at least one year of Vesting Service before you left.

Once you complete 1,000 Hours of Service after you return to work, your Vesting and Accredited Service will be bridged. This means that you will not lose service you earned before you left Windstream.

If you leave Windstream before you have a year of Vesting Service, have a break in service, then return to work, your past service will not be bridged.

"Hours of Service" – You earn hours for time paid for work with Windstream. You are also credited for certain paid time away from work such as vacations, holidays, and disabilities.

"Monthly Compensation" –Your base pay including sales bonuses and commissions when they are part of a written agreement, any before-tax contributions you make to a benefit plan, and any team-oriented short-term incentives. Base pay does not include any overtime, differentials, premiums, or other special pay.

"Qualified Joint and Survivor Annuity" – An annuity that is payable to the employee for his or her lifetime. Under this option, after the employee's death, the spouse will receive for his or her lifetime 50% of the monthly amount that the employee had been receiving. If an employee has decided to retire and has completed an application for pension benefit payments to begin, the plan considers the election of certain other payment options, the $66^2/_3$% , 75% or 100% designated survivor options, also to be Qualified Joint and Survivor Annuities.

"Vesting Service" – Used to determine your eligibility for a Deferred Vested Pension and your spouse's eligibility for a Spouse's Pension. The Spouse's Pension is explained in the Spouse's Pension section of this SPD.

You receive one year of Vesting Service for each calendar year in which you have at least 1,000 Hours of Service. You will not earn more than one year of Vesting Service during any calendar year. If you have less than 1,000 Hours of Service in a calendar year, you receive a partial year of Vesting Service.

If you have less than 501 Hours of Service in a calendar year and leave Windstream by the end of that year, your Vesting Service will be broken. If you return to work for Windstream, the Vesting Service you previously earned can generally be "bridged" with the Vesting Service you will earn after you return. How service is bridged is explained in the definition of "Bridging Service".

If you become disabled and qualify for benefits from the Windstream Long-Term Disability (LTD) Plan, you earn Vesting Service until your eligibility for payments under the LTD plan stops or you retire.

The Plan recognizes your Vesting Service under the prior Alltel Plan (including the prior Verizon Plan).

"Your Spouse" – The person you are legally married to on your pension commencement date or your death, whichever is first. Your former spouse may be entitled to part of your pension benefit under a Qualified Domestic Relations Order (usually the result of a spouse's claim on your pension benefit during separation or divorce proceedings).

APPENDIX II – SAMPLE CALCULATIONS

The following are examples of how your pension benefit is calculated under the Plan. Keep in mind that they are examples only. Your Average Annual Compensation and years of Accredited Service are likely to be different. The examples assume any minimum benefit is less than the benefit amount produced by the basic benefit formula.

Example 1
Normal Retirement

Let's assume that you are not an Opt-out Participant, were born on December 15, 1951, and retire on December 31, 2016, at age 65 with exactly 25 years of Accredited Service. Your Average Annual Compensation as of December 31, 2016, is $40,000.

• Date of Birth:	December 15, 1951
• Age:	65
• Years of Accredited Service:	25
• Average Annual Compensation:	$40,000
• Termination Date:	December 31, 2016
• Pension Commencement Date:	January 1, 2017

At termination, you are retirement eligible since you are age 65 with 25 years of service and meet the requirements for a Normal Retirement pension.

Your Accrued Pension benefit, payable in the form of a life annuity, is calculated as follows:

Average Annual Compensation		$40,000
Percentage Factor	x	1.35%
Years of Accredited Service	x	25
Annual Accrued Pension		$13,500
	÷	12
Monthly Accrued Pension payable at age 65		$1,125

This amount may be adjusted to reflect the form of payment you select.

If you are an Opt-out Participant, your years of Accredited Service and your Average Annual Compensation determined as of December 31, 2015 are used to determine your Monthly Accrued Pension.

Example 2
Early Retirement (Rule of 76)

Let's assume that you are not an Opt-out Participant, were born on June 15, 1964, and retire on June 15, 2016, at age 52 with exactly 24 years of Accredited Service. Your Average Annual Compensation as of June 15, 2016 is $40,000.

Facts needed to calculate this type of pension benefit are:

• Date of Birth:	June 15, 1964
• Age:	52
• Years of Accredited Service:	24
• Average Annual Compensation:	$40,000
• Termination Date:	June 15, 2016
• Pension Commencement Date:	July 1, 2016

At termination, your combined age and Accredited Service total 76; therefore, you meet the eligibility requirements for an Early Retirement Pension. If you want your payments to start before age 55, the amount of your monthly pension benefit will be permanently reduced by ¼ of 1% for each month that payments commence before your 55th birthday.

Your Early Retirement Pension benefit, payable in the form of a life annuity, is calculated as follows:

Average Annual Compensation		$40,000
Percentage Factor	x	1.35%
Years of Accredited Service	x	24
Annual Accrued Pension		$12,960
	÷	12
Monthly Accrued Pension		$1,080
Early Retirement Reduction Factor for commencement at age 52 with less than 30 years of Accredited Service 1 – [(the # of months prior to age 55, which is 36) x .0025)]	x	.9100
Early Retirement Monthly Pension payable at age 52		$982.80

This amount may be adjusted to reflect the form of payment you select.

If you are an Opt-out Participant, your years of Accredited Service and your Average Annual Compensation determined as of December 31, 2015 are used to determine your Monthly Accrued Pension.

Example 3
Early Retirement (30 and Out)

Let's assume that you are not an Opt-out Participant, were born on June 15, 1964, and retired on June 30, 2016, at age 52 with exactly 30 years of Accredited Service. Your Average Annual Compensation as of June 30, 2016, is $30,000.

Facts needed to calculate this type of pension benefit are:

• Date of Birth:	June 15, 1964
• Age:	52
• Years of Accredited Service:	30
• Average Annual Compensation:	$30,000
• Termination Date:	June 30, 2016
• Pension Commencement Date:	July 1, 2016

Upon termination, your total Accredited Service is 30 years and therefore, you meet the eligibility requirements for an Early Retirement Pension. If you want your payments to start before age 55, the amount of your Early Retirement Pension will not be reduced since you have at least 30 years of Accredited Service.

Your Early Retirement Pension benefit, payable in the form of a life annuity, is calculated as follows:

Average Annual Compensation		$30,000
Percentage Factor	x	1.35%
Years of Accredited Service	x	30
Annual Accrued Pension		$12,150.00
	÷	12
Monthly Accrued Pension		$1,012.50
No reduction for early commencement since Accredited Service is equal to or greater than 30	x	100%
Early Retirement Monthly Pension payable at age 52		$1,012.50

This amount may be adjusted to reflect the form of payment you select.

If you are an Opt-out Participant, your years of Accredited Service and your Average Annual Compensation determined as of December 31, 2015 are used to determine your Monthly Accrued Pension.

Example 4
Deferred Vested Pension (Commencing at Normal Retirement)

Let's assume you are not an Opt-out Participant, were born on December 3, 1976, and are leaving the company at age 40 with nine years of Accredited Service and nine years of Vesting Service. Your Average Annual Compensation as of December 31, 2016, is $30,000.

Facts needed to calculate this type of pension benefit are:

- Date of Birth: December 3, 1976
- Age: 40
- Years of Accredited Service: 9
- Years of Vesting Service: 9
- Average Annual Compensation: $30,000
- Termination Date: December 31, 2016
- Pension Commencement Date: January 1, 2042

You have at least 5 years of Vesting Service and are vested, but you do not meet the requirements for an Early Retirement Pension. Therefore, you will receive a Deferred Vested Pension, payable at age 65.

Your Deferred Vested Pension Benefit payable in the form of a life annuity is calculated as follows:

Average Annual Compensation		$30,000
Percentage Factor	x	1.35%
Years of Accredited Service	x	9
Annual Accrued Pension		$3,645.00
	÷	12
Deferred Vested Monthly Accrued Pension payable at age 65		$303.75

This amount may be adjusted to reflect the form of payment you select.

If you are an Opt-out Participant, your years of Accredited Service and your Average Annual Compensation determined as of December 31, 2015 are used to determine your Monthly Accrued Pension.

Example 5
Deferred Vested Pension (Commencing Early)
Rule of 76

Let's assume you are not an Opt-out Participant, were born on June 8, 1966, and are leaving the company at age 51 with 22 years of Accredited Service. Your Average Annual Compensation is $45,000.

Facts needed to calculate this type of pension benefit are:

- Date of Birth: June 8, 1966
- Age: 51
- Years of Accredited Service: 22
- Average Annual Compensation: $45,000
- Termination Date: June 30, 2017
- Pension Commencement Date: July 1, 2020
- Age at Commencement: 54

Upon termination, you are vested so you could start receiving your Accrued Pension at age 65. However, since you had at least 15 years of Accredited Service, you could elect payment as early as when your combined age and Accredited Service equal 76. Since you have 22 Years of Accredited Service, you may commence as early as age 54 and the amount of your monthly benefit will be permanently reduced for early commencement.

Your Deferred Vested Benefit (commencing early), payable in the form of a life annuity, is calculated as follows:

Average Annual Compensation		$45,000
Percentage Factor	x	1.35%
Years of Accredited Service	x	22
Annual Accrued Pension		$13,365.00
	÷	12
Monthly Accrued Pension		$1,113.75
Actuarial Reduction Factor for commencing early at age 54	x	.3830
Deferred Vested Monthly Pension payable at age 54		$426.57

This amount may be adjusted to reflect the form of payment you select.

If you are an Opt-out Participant, your years of Accredited Service and your Average Annual Compensation determined as of December 31, 2015 are used to determine your Monthly Accrued Pension.

Example 6
Deferred Vested Pension (Commencing Early)
55/10

Let's assume that you are not an Opt-out Participant, were born on September 9, 1964, and you are leaving the company at age 53 with 11 years of Accredited Service. Your Average Annual Compensation as of September 30, 2017, is $43,000.

Facts needed to calculate this type of pension benefit are:

• Date of Birth:	September 9, 1964
• Age:	53
• Years of Accredited Service:	11
• Average Annual Compensation:	$43,000
• Termination Date:	September 30, 2017
• Pension Commencement Date:	October 1, 2019
• Age at Commencement:	55

Upon termination, you do not meet the eligibility requirements for an early retirement pension benefit. You will receive a Deferred Vested Pension payable at age 65. However, since you had at least 10 years of Accredited Service, you could elect payment as early as when you attain age 55. The amount of your benefit will be permanently reduced for early commencement.

Your Deferred Vested Benefit (commencing early) payable in the form of a life annuity is calculated as follows:

Average Annual Compensation		$43,000
Percentage Factor	x	1.35%
Years of Accredited Service	x	11
Annual Accrued Pension		$6,385.50
	÷	12
Monthly Accrued Pension		$532.13
Actuarial Reduction Factor for commencing early at age 55	x	.417
Deferred Vested Monthly Pension payable at age 55		$221.90

This amount may be adjusted to reflect the form of payment you select.

If you are an Opt-out Participant, your years of Accredited Service and your Average Annual Compensation determined as of December 31, 2015 are used to determine your Monthly Accrued Pension.

Example 7
Spouse Pension

In the following examples, it is assumed that you and your spouse are exactly the same age. It is also assumed that you have not started your pension benefit or submitted a valid pension package prior to your death. Provided your spouse elects and submits proper application, the calculations illustrate the amounts payable to your spouse at the earliest pension commencement date.

1. Referring to the facts in Example 1, suppose you die at age 65 and before you die you have an Accrued Pension of $1,125.00 with 25 years of Accredited Service. Upon your death, your spouse would be eligible to receive one-half (½) of the benefit that would have been payable to you at age 65 in the form of a 50% Qualified Joint and Survivor Annuity. (The amount that would have been payable to you monthly at age 65 in the form of a 50% Qualified Joint and Survivor Annuity is $1,015.43.) Therefore, your spouse's benefit would be ½ of $1015.43, or $507.71 per month payable for the remainder of your spouse's lifetime.

Monthly Accrued Pension (Life Annuity)	$1,125.00	($13,500.00 ÷ 12)
50% Qualified Joint and Survivor Annuity	$1,015.43	($1,125.00 x .9026)
Spouse's Monthly Pension	$505.71	($1015.43 ÷ 2)

2. Referring to the facts in Example 2, suppose you die at age 52 while an active employee of Windstream in employment covered by a collective bargaining agreement with CWA 3371 or 3372 or IBEW 463 and before you die you have an Accrued Pension of $1,080 with 24 years of Accredited Service. Upon your death, your spouse would be eligible to receive one-half (½) of the benefit that would have been payable to you at age 52 in the form of a 50% Qualified Joint and Survivor Annuity. Since you were actively employed in a covered bargaining unit at your death, reductions for commencing prior to when you would have been age 65 do not apply. (The amount that would have been payable to you monthly at age 52, unreduced for early commencement, in the form of a 50% Qualified Joint and Survivor Annuity is $1,017.68.) Therefore, your spouse's benefit would be ½ of $1,017.68, or $508.84 per month payable for the remainder of your spouse's lifetime.

Monthly Accrued Pension (Life Annuity)	$1,080.00	($12,960.00 ÷ 12)
50% Qualified Joint and Survivor Annuity	$1,017.68	($1080.00 x.9423)
Spouse's Monthly Pension	$508.84	($1017.68 ÷ 2)

3. Referring to facts in Example 5, suppose you die at age 51 while an active employee of Windstream in employment covered by a collective bargaining agreement with CWA 3371 or 3372 or IBEW 463 and before you die you have an Accrued Pension of $1,113.75 and 22 Years of Accredited Service. Even though you were not retirement eligible, since you were still an active employee in a covered bargaining unit at your death, your spouse's benefit may begin on the first day of any month after your death, and reductions for commencing prior to when you would have been age 65 do not apply. If the benefit starts at your age 51, the amount payable to your spouse would be one-half (½) of the benefit that would have been payable to you at age 51 in the form of a 50% Qualified Joint and Survivor Annuity. (The amount that would have been payable to you monthly at age 51, unreduced for early commencement, in the form of a 50% Qualified Joint and Survivor Annuity is $1,052.27.) Therefore, your spouse's benefit would be ½ of $1,052.57, or $526.14 per month payable for the remainder of your spouse's lifetime.

Monthly Accrued Pension (Life Annuity)	$1,113.75	($13,365.00 ÷ 12)
50% Qualified Joint and Survivor Annuity	$1,052.27	($1,113.75 x .9448)
Spouse's Monthly Pension	$526.14	($1,052.27 ÷ 2)

4. Referring to facts in Example 5, suppose you die at age 53 after leaving Windstream with an Accrued Pension of $1,113.75 and 22 Years of Accredited Service. Since you had at least 15 years of Accredited Service, your surviving spouse can elect to commence his/her benefit between your 54th and 65th birthdays. (In these illustrations, your spouse is the same age as you. Accordingly, on the date you would have been 54 or 65, your spouse would also be 54 or 65. However, your spouse's age is irrelevant when determining when the Spouse Benefit can commence. It is your age that determines when the benefit starts, not your spouse's). If the benefit starts at your age 54, the amount payable to your spouse would be one-half (½) of the benefit that would have been payable to you at age 54 in the form of a 50% Qualified Joint and Survivor Annuity. (The amount that would have been payable to you monthly at age 54 in the form of a 50% Qualified Joint and Survivor Annuity is $399.74.) Therefore, your spouse's benefit would be ½ of $399.74, or $199.87 per month payable for the remainder of your spouse's lifetime.

Monthly Accrued Pension (reduced for commencing earlier than the Participant's Normal Retirement Age) (Life Annuity)	$426.57	($1,113.75 x .3830)
50% Qualified Joint and Survivor Annuity	$399.74	($426.57 x .9371)
Spouse's Monthly Pension	$199.87	($399.74 ÷ 2)

Example
Form of Payment

The amount of pension benefit payable under an optional form of payment depends on:

1. The amount of your monthly benefit (after applying any reductions for early commencement prior to age 65);
2. The form of payment elected;
3. The actuarial factors specified in the Pension Plan;
4. Your age at time of benefit commencement; and
5. Your spouse or designated survivor's age, except for "Single Life Annuity," "Five-Year Certain and Life Annuity," and the "Lump-Sum" options where the amounts payable are not dependent on the age of the designated beneficiary or survivor.

To illustrate, let's use the benefits calculated in Examples 1, 2, and 6 of this Appendix and compute the optional forms of payments available under each of these scenarios:

Scenario 1 - At Age 65 With Spouse (or Designated Survivor) Age 65
Using Example 1 in this Appendix - let's assume you retired at Normal Retirement Age and may receive a benefit payable as a life annuity to you of $1,125.00 per month starting at age 65.

To simplify the calculation, let's assume you and your spouse or designated survivor are the same age. Following below are the amounts payable monthly under the various optional forms of payment:

Form of Payment Option	Monthly Benefit Factor	Your Monthly Payment
Single Life Annuity	$1125.50 x 1.0000	$1,125.50
100% Joint & Survivor Annuity	$1125.50 x 0.8225	$ 925.73
50% Joint & Survivor Annuity	$1125.50 x 0.9026	$1,015.88
Five-Year Certain & Life	$1125.50 x 0.9802	$1,103.22
75% Joint & Survivor Annuity	$1125.50 x 0.8607	$ 968.72
66²/₃% Joint & Survivor Annuity	$1125.50 x 0.8742	$ 983.91
33¹/₃% Joint & Survivor Annuity	$1125.50 x 0.9329	$1,049.98

Option Factors are based on actuarial tables determined by age and mortality rates.

In lieu of a monthly benefit payment, you may elect to receive a one-time lump-sum benefit payment. The calculation of the lump-sum payment amount is based on your age, the interest rates, and the actuarial assumptions in effect at your pension commencement date.

Please note:

(a) A life annuity is the "normal" form of payment of the Accrued Pension if you are not married and provides monthly payments for your life and no additional payments after your death. If you are married, the normal form of payment is the 50% Qualified Joint & Survivor Annuity (*i.e.*, the 50% Joint & Survivor Annuity with your spouse as the designated survivor).

(b) The age of the beneficiary is immaterial to the amounts under the Five-Year Certain & Life.

(c) The survivor's benefit under the 100% Joint & Survivor Annuity would be 100% of the amount of your monthly payment under this option.

(d) The survivor's benefit under the 50% Joint & Survivor Annuity would be 50% of the amount of your monthly payment under this option.

(e) The survivor benefit under the 75% Joint & Survivor Annuity would be 75% of the amount of your monthly payment under this option.

(f) The survivor benefit under the $66^2/_3$% Joint & Survivor Annuity would be $66^2/_3$% of the amount of your monthly payment under this option.

(g) The survivor benefit under the $33^1/_3$% Joint & Survivor Annuity would be $33^1/_3$% of the amount of your monthly payment under this option.

Scenario 2 - At Age 52 with Spouse (or Designated Survivor) Age 52

Using Example 2 in this Appendix – let's assume you retire early and may receive a benefit payable as a life annuity to you of $982.80 per month starting at age 52.

To simplify the calculation, let's assume you and your spouse or designated survivor are the same age. Following below are the amounts payable monthly under the various optional forms of payment:

Form of Payment Option	Monthly Benefit Factor	Your Monthly Payment
Single Life Annuity	$982.80 x 1.0000	$982.80
100% Joint & Survivor Annuity	$982.80 x 0.8909	$875.58
50% Joint & Survivor Annuity	$982.80 x 0.9423	$926.09
Five-Year Certain & Life	$982.80 x 0.9949	$977.79
75% Joint & Survivor Annuity	$982.80 x 0.9159	$900.15
$66^2/_3$% Joint & Survivor Annuity	$982.80 x 0.9245	$908.60
$33^1/_3$% Joint & Survivor Annuity	$982.80 x 0.9608	$944.27

Option Factors are based on actuarial tables determined by age and mortality rates.

In lieu of a monthly benefit payment you may elect to receive a one-time lump sum benefit payment. The calculation of the lump-sum payment amount is based on your age, the interest rates, and the actuarial assumptions in effect at your pension commencement date.

Please note:

(a) A life annuity is the "normal" form of payment of the Accrued Pension if you are not married and provides monthly payments for your life and no additional payments after your death. If you are married, the normal form of payment is the 50% Qualified Joint & Survivor Annuity (*i.e.*, the 50% Joint & Survivor Annuity with your spouse as the designated survivor).

(b) The age of the beneficiary is immaterial to the amounts under the Five-Year Certain & Life.

(c) The survivor's benefit under the 100% Joint & Survivor Annuity would be 100% of the amount of your monthly payment under this option.

(d) The survivor's benefit under the 50% Joint & Survivor Annuity would be 50% of the amount of your monthly payment under this option.

(e) The survivor benefit under the 75% Joint & Survivor Annuity would be 75% of the amount of your monthly payment under this option.

(f) The survivor benefit under the 66²/₃% Joint & Survivor Annuity would be 66²/₃% of the amount of your monthly payment under this option.

(g) The survivor benefit under the 33¹/₃% Joint & Survivor Annuity would be 33¹/₃% of the amount of your monthly payment under this option.

Scenario 3 - At Age 55 With Spouse (or Designated Survivor) Age 55

Using Example 6 in this Appendix - let's assume you are vested at termination and are eligible to receive a benefit payable as a life annuity to you of $221.90 per month starting at age 55.

To simplify the calculations, let's assume you and your spouse or designated survivor are the same age. Following below are the amounts payable monthly under the various optional forms of payment:

Form of Payment Option	Monthly Benefit Factor	Your Monthly Payment
Single Life Annuity	$221.90 x 1.0000	$221.90
100% Joint & Survivor Annuity	$221.90 x 0.8770	$194.61
50% Joint & Survivor Annuity	$221.90 x 0.9345	$207.37
Five-Year Certain & Life	$221.90 x 0.9930	$220.35
75% Joint & Survivor Annuity	$221.90 x 0.9049	$200.80
66²/₃% Joint & Survivor Annuity	$221.90 x 0.9145	$202.93
33¹/₃% Joint & Survivor Annuity	$221.90 x 0.9554	$212.00

Option Factors are based on actuarial tables determined by age and mortality rates.

In lieu of a monthly benefit payment you may elect to receive a one-time lump-sum benefit payment. The calculation of the lump-sum payment amount is based on your age, the interest rates, and the actuarial assumptions in effect at your pension commencement date.

Please note:

(a) A life annuity is the "normal" form of payment of the Accrued Pension if you are not married and provides monthly payments for your life and no additional payments after your death. If you are married, the normal form of payment is the 50% Qualified Joint & Survivor Annuity (*i.e.*, the 50% Joint & Survivor Annuity with your spouse as the designated survivor).

(b) The age of the beneficiary is immaterial to the amounts under the Five-Year Certain & Life.

(c) The survivor's benefit under the 100% Joint & Survivor Annuity would be 100% of the amount of your monthly payment under this option.

(d) The survivor's benefit under the 50% Joint & Survivor Annuity would be 50% of the amount of your monthly payment under this option.

(e) The survivor benefit under the 75% Joint & Survivor Annuity would be 75% of the amount of your monthly payment under this option.

(f) The survivor benefit under the 66⅔% Joint & Survivor Annuity would be 66⅔% of the amount of your monthly payment under this option.

(g) The survivor benefit under the 33⅓% Joint & Survivor Annuity would be 33⅓% of the amount of your monthly payment under this option.