

**WINDSTREAM PENSION PLAN  
SUMMARY PLAN DESCRIPTION**  
**(January 1, 2016 – Concord Version)**

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# PENSION PLAN AT A GLANCE

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|----------------------------|--|
| <b>PARTICIPANTS</b>        | You may not become a participant in the Plan unless your benefit under the Pension Plan of The Concord Telephone Company (the "Concord Plan") was transferred to the Plan.   |
| <b>ELIGIBILITY</b>         | You may not accrue additional benefits under the Plan. You may earn additional years of service and years of creditable service for determining your eligibility for early retirement, and vesting for the Concord Plan benefit. |
| <b>BENEFIT</b>             | Upon retirement, you will receive a monthly pension benefit based on the Concord Plan formula and your average compensation, covered compensation, and years of creditable service at December 31, 2007.                         |
| <b>ENROLLMENT</b>          | Prior to the closing of participation under the Plan, eligible employees were automatically enrolled upon becoming eligible.   |
| <b>COSTS</b>               | Windstream pays the full cost of the Plan.   |
| <b>VESTING</b>             | You will be 100% vested (entitled to your accrued Concord Plan benefit) after five years of service.   |
| <b>PAYMENT OF BENEFITS</b> | If you are a vested participant, you generally may commence your accrued Concord Plan benefit at your normal retirement date (first of the month following age 65).  |

## **WINDSTREAM PENSION PLAN SUMMARY PLAN DESCRIPTION**

This Summary Plan Description (SPD) provides a summary of the Windstream Pension Plan (the "Plan") as in effect on January 1, 2016, including a summary of the benefit transferred to the Plan from the Pension Plan of The Concord Telephone Company (the "Concord Plan"). Certain capitalized terms such as Normal Retirement Age or Year of Service are defined in Appendix I: Important Terminology.

Generally, this SPD applies to you if you are actively employed on or after January 1, 2016. If your employment terminated or if you retired before January 1, 2016, some provisions described herein do not apply to you. Your accrued benefit is determined by the terms of the Concord Plan in effect at your termination of employment.

This SPD has been prepared specifically for current nonbargaining employees of Windstream Concord Telephone, Inc. who had their Concord Plan benefit transferred to the Plan. Separate SPDs have been prepared for other Windstream employees, including those employees who are covered by a collective bargaining agreement. In general, participation in the Plan is closed.

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

### **CONTACT INFORMATION**

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If you need assistance in understanding a provision of the Plan, please contact a Merrill Lynch Service Representative at 1-800-228-4015 or visit our Benefits Online website at [www.benefits.ml.com](http://www.benefits.ml.com).

## ELIGIBILITY

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If you were a participant in the prior Concord Plan and your benefit was transferred to the Plan, you automatically became a participant in the Plan when your benefit was transferred to the Plan. You are not eligible to accrue additional benefits under the Plan. Your benefit will be based on your prior Concord Plan benefit at December 31, 2007.

No other persons are eligible to become participants in the Plan after December 31, 2007. Further, in no event are persons eligible to participate in the Plan who are "leased employees" (persons providing services to Windstream other than as employees of Windstream pursuant to any agreement between Windstream and their employer), who are not initially classified as employees (even if reclassified as employees), or who are not in a covered classification of employees.

## ENROLLMENT

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Prior to the closing of participation under the Plan, all eligible employees were automatically enrolled in the Plan.

## COSTS

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

## PENSION BENEFIT FORMULA

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Upon retirement, you will receive a monthly pension benefit based on the Concord Plan formula and your average compensation, covered compensation, and years of creditable service at December 31, 2007.

Generally, your accrued pension benefit is equal to the sum of (1) 1.1% of your Average Compensation multiplied by your Years of Creditable Service (up to a maximum of 40 years), plus (2) .65% of your Average Compensation in excess of Covered Compensation multiplied by your Years of Creditable Service (up to a maximum of 35 years). Your Average Compensation, Covered Compensation and Years of Creditable Service are determined at December 31, 2007 (or earlier date of termination of employment). Please refer to Appendix I: Important Terminology for definitions of Average Compensation, Covered Compensation, and Years of Creditable Service.

### Example

Suppose, at December 31, 2007, your Average Compensation is \$60,000, you have 30 Years of Creditable Service, and Covered Compensation is \$51,349. Your accrued pension is determined as follows:

**Part 1:**  $\$60,000$  (Average Compensation)  $\times$  1.1%  $\times$  30 (Years of Creditable Service) = \$19,800

**Part 2:**  $[\$60,000$  (Average Compensation)  $-$   $\$51,349$  (Covered Compensation)]  $\times$  .65%  $\times$  30 (Years of Creditable Service) = \$1,686.95

**Total Annual Benefit:**  $\$19,800 + \$1,686.95 = \$21,486.95$

**Monthly Benefit:**  $\$21,486.95 \div 12 = \$1,790.58$

The accrued pension of \$1,790.58 represents your monthly pension benefit payable in the form of a life annuity at age 65 under various conditions. See the next section, Types of Benefits, for further details on the various conditions.

## TYPES OF PENSION BENEFITS

The Plan provides pension benefits under the following conditions (each is explained in detail on the following pages):



**Normal Retirement Pension** is payable if you retire on or after your Normal Retirement Date (first of the month following age 65).

**Early Retirement Pension** is payable if you retire at or after age 55 and have at least 20 Years of Service.

**Deferred Vested Pension** is normally payable at your normal retirement date (first of the month following age 65) if your employment terminates after you have at least five Years of Service. This benefit may be taken as early as age 55 if you have at least 20 Years of Service when your employment terminated.

A **Death Benefit** is normally payable to your spouse (as determined for Federal tax purposes) if you are vested and die prior to the start of benefit payments.

### Normal Retirement Pension

#### **Normal Retirement Date**

Your Normal Retirement Date is the first day of the month coinciding with or next following your attainment of Normal Retirement Age (age 65).

#### **Benefit Amount and Payment**



When you retire from Windstream at or after your Normal Retirement Date, you will receive a monthly pension from the Plan for as long as you live. However, see the discussion of Optional Forms of Retirement Benefit Payments section of this SPD. Your pension payments start on the first of the month following your retirement, provided you have completed all required application materials.

Your monthly Normal Retirement Pension will be equal to your Accrued Pension at December 31, 2007.

Your Accrued Pension will not change after retirement. All benefits are determined by the facts and Plan provisions applicable at or prior to your retirement or termination of employment.

The Normal Retirement Pension payable under the Plan is independent of, and in addition to, any Social Security payments you receive for yourself and for your spouse.

#### **Employment After Age 65**

Subject to your continued ability to perform your duties, your employment may continue beyond your Normal Retirement Date. Your pension will not

commence until you actually terminate employment except as described below under the age 70½ commencement rule. Since the Plan is frozen (as of December 31, 2007), you will not accrue additional benefits on account on your continued employment.

### ***Mandatory Distributions After Age 70½***

You must begin receiving your pension by April 1<sup>st</sup> of the calendar year following the year you attain age 70½ unless you elect by that April 1<sup>st</sup> to defer distribution to the April 1<sup>st</sup> following the calendar year in which you terminate employment.

### ***Return to Work After Retirement***

If, after you retire, you are reemployed by Windstream or a subsidiary, your Plan benefit will be suspended during reemployment except as described above under the age 70½ commencement rule. If you go to work for someone else or if you start your own business after you retire, payments from the Plan will continue.

## **Early Retirement Pension**

You qualify for an Early Retirement Pension if, upon termination of employment, you have attained age 55 and have 20 or more Years of Service. You may continue to earn Years of Service toward qualifying for the Early Retirement Pension even though you may not earn additional benefits under the Plan (*e.g.*, after December 31, 2007 because the Plan is frozen).



If you qualify for the Early Retirement Pension, your monthly benefit will be equal to your Accrued Pension at December 31, 2007, reduced for early commencement (*i.e.*, commencement before the first of the month following age 65). You may defer the start of payments until age 65, or even up until mandatory distribution on April 1<sup>st</sup> following your attaining age 70½.

You may elect to start this Early Retirement Pension at any time after age 55. If you do so, your monthly pension generally is calculated by reducing your Accrued Pension by 1/180th for each of the first 60 months and then 1/360th for each of the next 60 months that commencement of the Early Retirement Pension precedes your Normal Retirement Date.

## ***SOCIAL SECURITY AND EARLY RETIREMENT PENSIONS***

Under the present Social Security Act, Social Security retirement benefits may commence in a reduced amount at age 62.

## Deferred Vested Pension

You are eligible for a Deferred Vested Pension if your employment terminates before you become eligible for Normal, Early Retirement but after you have at least five Years of Service. You may continue to earn Years of Service toward qualifying for the Deferred Vested Pension even though you may not earn additional benefits under the Plan (*e.g.*, after December 31, 2007 because the Plan is frozen).

If you qualify for a Deferred Vested Pension, your benefit will be equal to your Accrued Pension at December 31, 2007 payable monthly commencing at your Normal Retirement Date (first of the month following age 65).



Instead of receiving a monthly pension starting at your Normal Retirement Date, you may elect to receive a monthly pension at any time after your 55th birthday as long as you had at least 20 Years of Service before you terminated employment. If you commence payment before you attain age 65, your monthly pension is calculated by reducing your Accrued Pension by 1/180th for each of the first 60 months and then 1/360th for each of the next 60 months that commencement precedes your Normal Retirement Date.

### **Reemployment**

If you are a Plan participant but your employment terminates before you have five Years of Service, you generally forfeit all of your rights to service credit and benefits under the Plan (see the Miscellaneous Information section of this SPD). If you are reemployed prior to incurring five one-year breaks-in-service, your prior Years of Service and Years of Creditable Service will be restored. You will not, however, accrue any additional benefits under the Plan following reemployment.

Generally, a "one-year-break-in-service" is incurred if you work less than 501 hours in a calendar year.

## Death Benefit for Spouses

(Qualified Pre-retirement Survivor Annuity)

If you have already started your pension, this section does not apply to you since the provisions governing your payments are determined by the form of payment in effect.

If you are married and die after you have five or more Years of Service and before you commence your pension, your spouse will be entitled to receive a death benefit as a pre-retirement survivor annuity. If you are not married at the time of your death, no pre-retirement death benefit will be paid by the Plan.

If you die while vested and before you commence your pension, your spouse will receive a pre-retirement survivor annuity determined as follows:

1. If you die after you could have commenced receiving benefits, your spouse will receive a life annuity in the same amount he or she would have received if you had retired on your date of death and taken your pension under the terms



of a joint and 50% survivor annuity with your spouse as the contingent annuitant and then died

2. If you die before you could have commenced receiving benefits, your spouse will receive a life annuity in the same amount he or she would have received based on (a) your Accrued Pension on your date of death, (b) you and your spouse surviving until the desired commencement date (which must be on or after the earliest age your benefit could have commenced), and (c) your retiring at such commencement date and taking your pension under the terms of a joint and 50% survivor annuity with your spouse as the contingent annuitant and then dying.

Note that, for these purposes, you could have commenced receiving benefits if (i) you had attained your Normal Retirement Date (the first day of the month following age 65) or (ii) you had attained age 55 with at least 20 years of service.

Your spouse may commence the pre-retirement survivor annuity on the earliest date you would have been able to commence receiving benefits. Your spouse may also defer commencement of the pre-retirement survivor annuity to as late as the December 31st of the year in which you would have attained age 70-1/2 (or, if later, of the year following your death).

If the present value of the pre-retirement survivor annuity as of the elected commencement date exceeds \$5,000 but does not exceed \$10,000, your spouse may elect to receive a single lump sum payment instead of receiving an annuity. If the present value is less than \$5,000, the annuity will be paid in a lump sum.

## **OPTIONAL FORMS OF RETIREMENT BENEFIT PAYMENTS**

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Normally, your pension is payable as a life annuity, with payments ceasing at your death. However, other optional forms of payment may be available, as listed below.

### ***IMPORTANT NOTICE***

*If you are married at the time of your retirement, your pension will be paid in the form of a Joint and 50% Survivor Annuity unless you elect the Joint and 75% Survivor Annuity or Joint and 100% Survivor Annuity or you elect and your spouse consents to another form of payment (and the consent must be witnessed by a notary) (or in certain circumstances, your spouse cannot be located or is legally separated or abandoned from you).*

If you elect a Joint and 50% Survivor Annuity, Joint and 75% Survivor Annuity or Joint and 100% Survivor Annuity and die before your spouse, benefits will be paid to your spouse under the applicable optional form. For purposes of these optional forms, spouse is defined to be the person to whom you are married at time your benefit commences. If you desire to share your benefit with some other person, you may elect the 10 Year Certain and Life Annuity and designate that person as your beneficiary. Your spouse, if any, must consent to your selection in writing (and the consent must be witnessed by a notary).

Your election of an optional form may be made any time up to the date your benefits are scheduled to commence, but no change may be made after that.

### ***Joint and 100% Survivor Annuity***

A monthly retirement income payable in a reduced amount for your life, continuing thereafter in the same reduced amount for the life of your spouse.

### ***Joint and 50% Survivor Annuity***

A monthly retirement income payable in a reduced amount for your life, continuing thereafter in 1/2 of the reduced amount for the life of your spouse.

If you are married at the time your pension commences, payment under the Joint and 50% Survivor Annuity is mandatory unless you elect the Joint and 75% Survivor Annuity or Joint and 100% Survivor Annuity or you elect and your spouse consents to another form of payment (and the consent must be witnessed by a notary).

### ***10 Year Certain and Life Annuity***

A monthly retirement income payable in a reduced amount for your life. If you should die prior to receiving 120 monthly payments, payments will continue for the balance of the 120-month period to a beneficiary you designate. If there is no named beneficiary, the payments, or their present value, will be paid to your estate.

### ***Joint and 75% Survivor Annuity***

A monthly retirement income payable in a reduced amount for your life, continuing thereafter in 75% of the reduced amount for the life of your spouse.

## **CASH SETTLEMENTS**

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Specific circumstances can result in a relatively small pension being payable.

If your benefit has a 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 rollover of your lump sum payment will be made to an IRA. The IRA will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. You will be responsible for fees and expenses of the IRA. For further information regarding the Plan's automatic rollover provisions, IRA provider, and fees and expenses of the IRA, call a Merrill Lynch Service Representative.

If your benefit exceeds \$5,000 in present value, but is \$10,000 or less in present value, you can elect to receive your benefit in a single sum (or in another form of payment). If the present value of your spouse's benefit (if you die before retirement) is \$5,000 or less, the benefit will be paid in a single sum.

If you receive a full cash settlement of your benefit, you may restore your accrued pension to the Plan if you repay the distribution with interest prior to the earlier of five years after your date of reemployment or the close of your first period of five consecutive one-year breaks in service commencing after the distribution. You may not accrue additional benefits under the Plan after December 31, 2007.

## **BENEFITS FROM OTHER WINDSTREAM PLANS**

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An employee may be eligible for pension benefits from another Windstream-sponsored pension plan. To the extent that benefits under the other plan are based on service that is credited toward benefits under this Plan, the benefit under this Plan will be reduced by the amount of such other benefits, actuarially adjusted as necessary because of differing payment terms.

## **SOCIAL SECURITY PAYMENTS**

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When you retire, you may receive income from Social Security. This is in addition to your pension from the Plan. Here is a brief review of benefits provided by the law in effect in 2016.

Social Security is payable in full when you retire at age 65 unless you were born after 1937, in which case unreduced benefits will be payable at later ages, up to age 67 for employees born after 1959. Your spouse receives 50% of your benefit in addition, 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](http://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](http://www.ssa.gov) or at your local Social Security field office (call the Social Security field office for an appointment and regarding what information to bring).

## **APPLYING FOR A PENSION**

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A pension application, the "Pension Package," may be obtained from the Merrill Lynch Service Center at 1-800-228-4015 or access Benefits Online at [www.benefits.ml.com](http://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 your designated pension commencement date.

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.)

## **ADMINISTRATION AND FUNDING OF THE PLAN**

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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 are determined by an independent actuary for the Plan. The 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**

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Windstream intends that the Plan will be continued 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. All Accrued Pensions will become fully vested in 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.

## **MISCELLANEOUS INFORMATION**

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### ***No Employment Contract***

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

### ***Receiving Less Than You Expected***

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

A delay in filing a proper application on a timely basis.

Death of a pensioner who has not taken an optional payment form with a death benefit.

Death prior to commencement of retirement benefits (if you are not married, the Plan does not provide for pre-retirement death benefits.)

As of 1/1/2016, the Plan eliminated ancillary death benefits for all participants regardless of when employment terminated.

A "break in service" due to termination prior to completing five Years of Service. Generally, a "one-year-break-in-service" is incurred if you work less than 501 hours in a calendar year. If your number of consecutive one-year-breaks-in-service is five or more and exceeds your previously earned Years of Service (based on 1,000 hours of service in a calendar year equaling a full year), you lose Years of Service and Years of Creditable Service previously earned. Of course, this rule does not apply to anyone who is vested (*i.e.*, five or more Years of Service) because vested participants almost always retain their service.

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.

Becoming a member of a collective bargaining unit if the collective bargaining agreement does not provide for participation in the Plan.

Delay of retirement benefits 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 (*e.g.*, pursuant to Plan amendment, the Plan is frozen).

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. This limit is generally the lesser of \$210,000 (for 2016 and is subject to adjustments as prescribed by the Secretary of the Treasury) or your average compensation using the three consecutive years in which you had your highest compensation and were a participant in any such plan. The limit would be less if you started your benefit before age 62 or if you had less than 10 years of participation in the Plan.

The Internal Revenue Code limits the amount of compensation that may be considered under the Plan. This limit is \$265,000 for 2016.

Benefits will be paid only if the Plan Administrator (or its delegate) decides in its discretion that the applicant is entitled to benefits under the Plan.

Certain restrictions (*e.g.*, payment of lump sums) apply if the funding percentage of the Plan falls below certain thresholds. You will be notified if any of these restrictions become applicable under the Plan.

The Plan is required by law to withhold taxes on payments from the Plan according to federal and state withholding rules in effect at the time of distribution. You will

want to consult with your personal tax advisor regarding the tax treatment of your pension benefits.

If you are overpaid from the Plan, the Plan Administrator may offset your current or future benefit payments or seek cash reimbursement to recover overpayments.

You do not keep the Plan Administrator advised of your current address so that you may receive Plan information in a timely manner.

You do not make and/or appeal claims in accordance with the Plan's strict time limits.

The formal Plan document is controlling if there are any discrepancies between the Plan document and this Summary Plan Description.

You are not eligible for benefits under the Plan if your benefits under the prior Concord Plan were not transferred to the Plan.

## **SPECIAL TOP-HEAVY PLAN RULES**

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Special rules will apply concerning vesting and benefit accruals if the Plan ever becomes "top-heavy." A top-heavy plan, in general terms, is one in which the value of benefits for certain key employees exceeds 60% of the value of benefits for all employees. The Plan is not top-heavy and is unlikely ever to be. As long as the Plan is not top-heavy during any Plan year, the provisions of the Plan as outlined in this SPD will continue to apply.

## **QUALIFIED DOMESTIC RELATIONS ORDERS**

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

## **UNIFORMED (MILITARY) SERVICE**

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If you are absent from employment by reason of service in the uniformed services ("qualified military service"), you are generally entitled under federal law to reemployment if certain procedural requirements are met. If you are reemployed after qualified military service, you are entitled to certain rights and benefits (including under the Plan) that you would have attained had you remained continuously employed. Also, if you die in qualified military service, you are entitled to certain rights and benefits under the Plan as if you had died following re-employment. You should contact the Plan Administrator before taking any qualified military service for information on your rights under the Plan.

## **ELECTRONIC COMMUNICATION**

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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.

## **PLAN DOCUMENT (CONTROLS)**

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

## **CLAIMS PROCEDURE**

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

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

1. The specific reason or reasons for the adverse benefit determination.
2. The specific Plan provisions on which the adverse benefit determination is based.
3. A description of any further material or information which is necessary for you to perfect (complete) your claim and an explanation of why the material or information is needed.
4. An explanation of the Plan's claim review procedure and time limits applicable to the Plan's claim review procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 following an adverse benefit determination on review.

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

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

4. Any written material (offered as exhibits) which you desire the Plan Administrator to examine in its consideration of your position.

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

The review by the Plan Administrator will take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether the information was part of the initial benefit determination. The Plan Administrator will provide a written decision on review not later than 60 days after receipt of your written request for review, unless special circumstances require an extension of the time for processing the appeal. If an extension is needed, you will be provided with written notice of the extension prior to the beginning of the extension. With the extension, the written notice on review will be provided no later than 120 days after receipt of the request for review of the adverse benefit determination. The decision on review will be written in a manner to be understood by you, and, in the case of an adverse benefit determination on review, will include the following information:

1. The specific reasons for the adverse benefit determination on review.
2. References to specific Plan provisions on which the decision is based.
3. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits.
4. A statement that there is no voluntary appeal procedure offered by the Plan.
5. A statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 following the adverse benefit determination on review.

No action for benefits under the Plan may be brought unless you (i) submit a claim for benefits within twelve months of the date the first payment would have been due, (ii) been notified by the Plan Administrator that your claim has been denied, (iii) timely filed a request for review of the claim, (iv) been notified of an adverse benefit determination on review, and (v) filed the action within three years of the date the first payment would have been due you.

## **STATEMENT OF PBGC GUARANTEES AND LIMITATIONS**

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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](http://www.pbgc.gov).

## STATEMENT OF ERISA RIGHTS

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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, all documents governing the plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a copy of the plan's annual financial report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (generally age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have the right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve months. The plan must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people

who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer, or any other person, may fire you or otherwise discriminate against you in a way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

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

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

### **Assistance With Your Questions**

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

# PLAN DATA

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## Windstream Pension Plan

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|--|---|
| <b>Name of Plan:</b>                         | Windstream Pension Plan   |
| <b>Plan Sponsor:</b>                         | Windstream Services, LLC<br>4001 Rodney Parham Rd.<br>Little Rock, AR 72212   |
| <b>Agent for Service of Legal Process:</b>   | Participants and beneficiaries may receive from the Plan Administrator, upon written request, a complete list of employers participating in the Plan, information as to whether a particular employer is a participating employer of the Plan and, if the employer is a participating employer, the employer's address.<br><br>Windstream Services, LLC<br>4001 Rodney Parham Rd.<br>Little Rock, AR 72212<br><br>Service of legal process may also be made upon the Trustee or Plan Administrator. |
| <b>Trustee:</b>                              | JP Morgan Chase Bank<br>Investor Services<br>1 Chase Manhattan Plaza, Floor 19<br>New York, New York 10005-1401   |
| <b>Plan Administrator:</b>                   | Benefits Committee<br>Windstream Services, LLC<br>4001 Rodney Parham Rd.<br>Little Rock, AR 72212<br><br>(501) 748-7000   |
| <b>Employer Identification Number:</b>       | 20-0792300  |
| <b>Type of Plan:</b>                         | A defined benefit pension plan administered through a trust.  |
| <b>Plan Identification Number:</b>           | 001   |
| <b>Sources of Contributions of the Plan:</b> | Payments into the Trust by the Employer with contribution amounts actuarially determined.   |
| <b>Funding Medium:</b>                       | Windstream Master Trust   |
| <b>Plan Year:</b>                            | The financial records of the Plan are maintained on a 12-month basis that ends December 31 each year.   |

## APPENDIX I: IMPORTANT TERMINOLOGY

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### **"Accrued Pension"**

"Accrued Pension" is the amount of benefit you have earned at December 31, 2007 (or earlier date of termination of employment). Your Accrued Pension is equal to the sum of (1) 1.1% of your Average Compensation multiplied by your Years of Creditable Service (up to a maximum of 40 years), plus (2) .65% of your Average Compensation in excess of Covered Compensation multiplied by your Years of Creditable Service (up to a maximum of 35 years). Your Average Compensation, Covered Compensation and Years of Creditable Service are determined at December 31, 2007 (or earlier date of termination of employment).

### **"Average Compensation"**

Benefits normally are based on "Average Compensation" earned through December 31, 2007 (or earlier date of termination of employment).

Average Compensation means your compensation averaged over the five consecutive years of service within the last 15 years prior to December 31, 2007 that produces the highest average. If you have less than five consecutive years of service from your date of employment through December 31, 2007, your Average Compensation will be based on your compensation averaged over the consecutive years from your date of employment to December 31, 2007.

Compensation is your compensation as an eligible employee that is includable in your gross income, including your wages, salaries, bonuses, commissions, and other amounts received, for periods prior to December 31, 2007. Compensation also includes amounts not includable in income as contributions to a medical reimbursement plan, dependent care plan, or 401(k) plan.

### **"Covered Compensation"**

"Covered Compensation" means the average determined as of December 31, 2007 (or earlier date of termination of employment), without indexing, of the Social Security Taxable Wage Bases in effect for each calendar year during the 35-year period ending with the last day of the calendar year in which you attain Social Security retirement age.

### **"Normal Retirement Age"**

Your "Normal Retirement Age" is the date you reach age 65.

### **"Normal Retirement Date"**

Your "Normal Retirement Date" is the first day of the month coinciding with or next following your attainment of Normal Retirement Age.

### **"Social Security Taxable Wage Base"**

The "Social Security Taxable Wage Base" is the maximum amount of earnings that are subject to the old age, survivors, and disability insurance portion of Social Security (FICA) taxes each calendar year. For example, the maximum amounts for years 1990 through 2007 are as follows:

- for 1990, the maximum amount is \$51,300
- for 1991, the maximum amount is \$53,400
- for 1992, the maximum amount is \$55,500
- for 1993, the maximum amount is \$57,600
- for 1994, the maximum amount is \$60,600
- for 1995, the maximum amount is \$61,200
- for 1996, the maximum amount is \$62,700

- for 1997, the maximum amount is \$65,400
- for 1998, the maximum amount is \$68,400
- for 1999, the maximum amount is \$72,600
- for 2000, the maximum amount is \$76,200
- for 2001, the maximum amount is \$80,400
- for 2002, the maximum amount is \$84,900
- for 2003, the maximum amount is \$87,000
- for 2004, the maximum amount is \$87,900
- for 2005, the maximum amount is \$90,000
- for 2006, the maximum amount is \$94,200
- for 2007, the maximum amount is \$97,500

### **"Year(s) of Creditable Service"**

"Year(s) of Creditable Service" means the portion of your employment that counts for determining the amount of your benefit. No Years of Creditable Service will be granted for periods after December 31, 2007 (or earlier date of termination of employment) for determining the amount of your benefit.

Years of Service and Years of Creditable Service are similarly calculated based on hours of service. A Year of Creditable Service is granted for each calendar year in which you have at least 1000 hours of service. Note that no Years of Creditable Service will be granted for service other than service as an eligible employee (*i.e.*, service with a participating employer in a covered employment classification).

### **"Year(s) of Service"**

"Year(s) of Service" refers generally to your years of service with a Windstream company (including your prior years of service with a Concord Telephone company). You receive one Year of Service for each calendar year in which you complete 1,000 or more hours of service. You receive an hour of service for hours actually worked. You also receive hours of service for certain periods for which you are paid but perform no services, including paid vacations, holidays, leaves of absence, and for absence for service in the Armed Forces of the United States as long as your reemployment rights are protected by law. Years of Service are used to determine eligibility for benefits and eligibility for early retirement.

Finally, if you have a break in service, under certain circumstances your pre-break Years of Service will be included in your total credit. See "Miscellaneous Information" section.