

**WINDSTREAM PENSION PLAN
SUMMARY PLAN DESCRIPTION**

(January 1, 2016 – Valor Nonbargaining Version)

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PENSION PLAN AT A GLANCE

PARTICIPANTS	Participation in the Plan is closed. If you were a participant in the Valor Telecommunications Enterprises, LLC Pension Plan (the "prior Valor Plan") and your benefit was transferred to the Plan as part of the Valor Plan merger into the Plan on December 31, 2006, you are a participant in the Plan.
ELIGIBILITY	The Plan is frozen. You may <u>not</u> accrue additional benefits under the Plan. You may earn additional years of vesting service for determining your vesting and eligibility for early retirement for the Plan benefit.
BENEFIT	Upon retirement, you normally will receive the benefit you earned under the prior Valor Plan determined as of December 31, 2006. If you (a) had your prior Valor Plan benefit merged into the Plan on December 31, 2006, (b) were a participant in the prior Valor Plan on or before December 31, 2005, (c) were an employee and had attained age 40 with two or more years of vesting service under the prior Valor Plan on December 31, 2005, and (d) were an employee of Windstream on June 21, 2006, you will also receive a benefit under the Plan for eligible nonbargaining service with Windstream from January 1, 2007 through December 31, 2010 (or, if earlier, the date your employment terminated).
ENROLLMENT	Prior to the closing of participation under the Plan, eligible employees were automatically enrolled upon becoming eligible.
COSTS	The Company pays the full cost of the Plan.
VESTING	You will be 100% vested (entitled to your accrued pension benefit) after five years of service.
PAYMENT OF BENEFITS	If you are a vested participant, you may elect commencement of your accrued pension benefit when you become eligible for retirement, which is normally at age 65.
PRIOR VALOR PLAN	Appendix IV (Prior Valor Plan) describes certain important features of the prior Valor Plan, including the benefit formula, retirement eligibility and forms of payment for your prior Valor Plan benefit.

WINDSTREAM PENSION PLAN SUMMARY PLAN DESCRIPTION

This Summary Plan Description (SPD) provides a summary of the employee benefits included in the Windstream Pension Plan as in effect as of January 1, 2016, including a summary in Appendix IV (Prior Valor Plan) of the benefit transferred to the Plan from the Pension Plan of the Valor Telecommunications Enterprises, LLC Pension Plan (the "prior Valor Plan"). Certain capitalized terms such as Normal Retirement Date or Vesting Year of Service are defined in Appendix I (Important Terminology).

This SPD has been prepared specifically for current nonbargaining employees of Windstream Corporation and other participating employers who had their prior Valor Plan benefit transferred to the Plan. Separate SPDs have been prepared for Windstream employees who are covered by a collective bargaining agreement and also for certain Windstream employees who have a benefit under certain other prior merged plans. Any other employees are not eligible to participate in the Plan (*i.e.*, participation in the Plan is closed).

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

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

Prior Valor Plan: Appendix IV (Prior Valor Plan) describes certain important features of the prior Valor Plan, including the benefit formula, retirement eligibility and forms of payment for your prior Valor Plan benefit.

CONTACT INFORMATION



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

ELIGIBILITY

Participation in the Plan is closed. If you were a participant in the Valor Telecommunications Enterprises, LLC Pension Plan (the "prior Valor Plan") and your benefit was transferred to the Plan as part of the Valor Plan merger into the Plan on December 31, 2006, you automatically became a participant in the Plan when your benefit was transferred to the Plan from the prior Valor Plan. Any person who did not have their prior Valor Plan benefit transferred to the Plan may not become a participant in the Plan.

The Plan is frozen. You are not eligible to accrue additional benefits under the Plan.

Persons who are not (and were not) eligible to participate in the Plan include "leased employees" (persons providing services to Windstream other than as employees of Windstream pursuant to any agreement between Windstream and their employer), persons who are not initially classified as employees (even if reclassified as employees), and employees who are not in a covered classification of employees.

ENROLLMENT

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

COSTS

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

PENSION BENEFIT FORMULA



Upon retirement, you normally will receive the benefit you earned under the prior Valor Plan determined as of December 31, 2006. Appendix IV (Prior Valor Plan) describes certain important features of the prior Valor Plan, including the benefit formula, retirement eligibility and forms of payment for your prior Valor Plan benefit.

If you (a) had your prior Valor Plan benefit merged into the Plan on December 31, 2006, (b) were a participant in the prior Valor Plan on or before December 31, 2005, (c) were an employee and had attained age 40 with two or more years of vesting service under the prior Valor Plan on December 31, 2005, and (d) were an employee of Windstream on June 21, 2006, you will also receive a benefit under the Plan for eligible nonbargaining service with Windstream from January 1, 2007 through December 31, 2010 (or, if earlier, the date your employment terminated) (the "Windstream formula").

Your Windstream formula pension benefit normally is based on your years of Benefit Service and your compensation from January 1, 2007 through December 31, 2010 (or, if earlier, the date your employment terminated). Your period of employment with Valor (and related entities) prior to

January 1, 2007 is not counted as "Benefit Service" under the Windstream formula.

In general, if you are an eligible nonbargaining employee, your Windstream formula Accrued Pension benefit is calculated as follows:

For each year of Benefit Service under the Plan from January 1, 2007 through December 31, 2010 (or, if earlier, the date your employment terminates), one percent (1%) of one-twelfth of your Compensation plus four-tenths of 1% (0.4%) of one-twelfth of your Compensation in excess of the Social Security Taxable Wage Base for that year.

Example

Assumptions used in calculating this Windstream formula Accrued Pension:

- you were an employee and had attained age 40 with two or more years of vesting service under the prior Valor Plan on December 31, 2005
- your benefit under the prior Valor Plan was merged into the Plan on December 31, 2006

Let's further assume . . .

Calendar Year	A Your Compensation	B Soc. Sec. Wage Base	C 1% Accrual (0.01 x A)	D 0.4% Accrual 0.004 x (A-B)	E Current Year Accrual (C+D)
2007	\$34,000	\$97,500	\$340	0	\$340
2008	\$35,000	\$102,000	\$350	0	\$350
2009	\$36,000	\$106,800	\$360	0	\$360
2010	\$37,000	\$106,800	\$370	0	\$370
Total Accrued Pension (annually)					\$1,420
Months Per Year					12
Total Accrued Pension (monthly)					\$118.33

Your total Windstream formula Accrued Pension payable in the form of a life annuity at age 65 is \$118.33 per month.

Your Windstream formula Accrued Pension is frozen at \$118.33 even if you have continued employment beyond December 31, 2010.

Important Considerations for Example

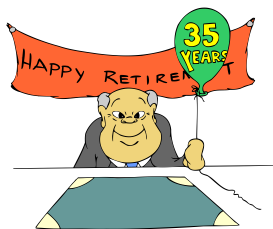
Please note:

1. You must be vested to receive a benefit from the Plan.
2. Your total Windstream formula Accrued Pension normally is payable monthly for life starting the first of the month following your 65th birthday.
3. If your benefit starts before age 65, it might be reduced.
4. Similarly, if you elect an optional form of payment providing for benefits to continue after your death, your benefit likewise might be reduced.

5. Benefit Service and Compensation earned after December 31, 2010 (or, if earlier, the date your employment terminates) are not considered in determining your Windstream formula Accrued Pension under the Plan.
6. You will also receive from the Plan your prior Valor Plan benefit determined as of December 31, 2006. Provisions regarding the prior Valor Plan benefit are described in Appendix IV (Prior Valor Plan).

TYPES OF PENSION BENEFITS

The Plan provides Windstream formula 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, generally at or after age 65.

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

60/15 Early Retirement Pension is payable if you retire at or after age 60 and have at least 15 Vesting Years of Service.

Deferred Vested Pension is normally payable at age 65 if your employment terminates after you have at least five Vesting Years of Service. This benefit may be taken as early as age 55 if you have at least 20 Vesting Years of Service when your employment terminates or as early as age 60 if you have at least 15 Vesting Years of Service when your employment terminates.

Death Benefit for Spouses may be payable to your spouse if you are vested but die prior to the start of benefit payments.

Prior Valor Plan. Provisions regarding the types of pension benefits for the prior Valor Plan benefit are described in Appendix IV (Prior Valor Plan).

Normal Retirement Pension – Windstream Formula Benefit

Normal Retirement Date – Windstream Formula Benefit

Your Normal Retirement Date for your Windstream formula benefit is the later of:

- i) the last day of the month in which you reach age 65 or
- ii) the earlier of the last day of the month in which your fifth anniversary of participation occurs or the last day of the month in which you are credited with five Vesting Years of Service.

Benefit Amount and Payment – Windstream Formula Benefit



If you are eligible for Windstream formula benefits and 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 Windstream formula Normal Retirement Pension will be equal to your Windstream formula Accrued Pension at the date you retire. (See example in "Pension Benefit Formula" section above.)

Your Windstream formula 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 Windstream formula 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

Your employment may continue beyond your Normal Retirement Date. Your Windstream formula pension will not commence until you actually terminate employment except as described below under the age 70½ commencement rule. Since the Plan is frozen, you will not earn additional Windstream formula Accrued Pension during your continued employment.

Mandatory Distributions After Age 70½

Even if you are still employed, you must begin receiving your Windstream formula pension by April 1st of the calendar year following the year you attain age 70½.

Return to Work After Retirement

If, after you retire, you are reemployed by Windstream or a subsidiary, your Windstream formula 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.

Prior Valor Plan. Provisions regarding normal retirement pension benefits for the prior Valor Plan benefit are described in Appendix IV (Prior Valor Plan).

55/20 Early Retirement Pension – Windstream Formula Benefit

You qualify for a Windstream formula 55/20 Early Retirement Pension if, upon termination of employment, you have attained age 55 and have 20 or more Vesting Years of Service. Your period of employment with Valor (and related entities) prior to January 1, 2007 is counted as "Vesting Years of Service" under the Windstream formula. You may continue to earn Vesting Years of Service toward qualifying for the Windstream formula 55/20 Early Retirement Pension even though you may not earn additional Benefit Service under the Plan (because the Plan is frozen).



If you qualify for the Windstream formula 55/20 Early Retirement Pension, your Windstream formula monthly benefit will be equal to your Windstream formula Accrued Pension at your termination of employment, reduced for early commencement (*i.e.*, commencement before age 65). You may defer the start of payments until age 65, or even up until mandatory distribution on April 1 following age 70½.

You may elect to start this Windstream formula Early Retirement Pension at any time after age 55. If you do so, your Windstream formula monthly pension is calculated by multiplying your Windstream formula Accrued Pension by the

appropriate Early Commencement Reduction Factor (ECRF). The ECRFs for the Windstream formula 55/20 Early Retirement are shown in the following table for exact ages; for a fractional age, the ECRF is prorated.

Commencement Age	Early Commencement Reduction Factor
55	0.8500
56	0.8800
57	0.9100
58	0.9400
59	0.9700
60	1.0000
61	1.0000
62	1.0000
63	1.0000
64	1.0000
65	1.0000

Under the Windstream formula 55/20 Early Retirement, the ECRF for ages 60 and older is "1.0000." This means that no reduction for early commencement after age 60 affects your pension.

Illustration of 55/20 Early Retirement

Suppose you have a Windstream formula Accrued Pension of \$118.33 and upon termination of employment, you have attained age 55 with 20 Vesting Years of Service. If you elect to start this benefit at age 55, the amount payable would be \$118.33 multiplied by 0.8500, or \$100.58. If the Windstream formula benefit starts at or after age 60, your Windstream formula benefit will not be reduced.

Prior Valor Plan. Provisions regarding early retirement pension benefits for the prior Valor Plan benefit are described in Appendix IV (Prior Valor Plan).

60/15 Early Retirement Plans – Windstream Formula Benefit

You qualify for the Windstream formula 60/15 Early Retirement Pension if, upon termination of employment, you have attained age 60 and have 15 or more Vesting Years of Service. Your period of employment with Valor (and related entities) prior to January 1, 2007 is counted as "Vesting Years of Service" under the Windstream formula. You may continue to earn Vesting Years of Service toward qualifying for the Windstream formula 60/15 Early Retirement Pension even though you may not earn additional Benefit Service under the Plan (because the Plan is frozen).



If you qualify for the Windstream formula 60/15 Early Retirement, your monthly benefit will be equal to your Windstream formula Accrued Pension at your termination of employment, reduced for early commencement (*i.e.*, commencement before age 65). You may defer the start of payments until age 65, or even up until mandatory distribution on April 1 following age 70½.

You may elect to start this Windstream formula Early Retirement Pension at any time after age 60. If you do so, your monthly pension is calculated by multiplying

your Accrued Pension by the appropriate Early Commencement Reduction Factor (ECRF). The ECRFs for the Windstream formula 60/15 Early Retirement are shown below for exact ages; for a fractional age the ECRF is prorated.

Commencement Age	Early Commencement Reduction Factor
60	0.8500
61	0.8800*
62	1.0000
63	1.0000
64	1.0000
65	1.0000

* To prorate between age 61 and 62, use 0.9100 ECRF for age 62.

Illustration of 60/15 Early Retirement

Suppose you have a Windstream formula Accrued Pension of \$118.33 and upon termination of employment, you have attained age 61 with 18 Vesting Years of Service. The amount you would be entitled to receive if you elected to commence the Windstream formula benefit at age 61 would be \$118.33 multiplied by 0.8800, or \$104.13.

Prior Valor Plan. Provisions regarding early retirement pension benefits for the prior Valor Plan benefit are described in Appendix IV (Prior Valor Plan).

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 – Windstream Formula Benefit

You are eligible for a Windstream formula Deferred Vested Pension if your employment terminates before you become eligible for Normal or Early Retirement but after you have at least five Vesting Years of Service. Your period of employment with Valor (and related entities) prior to January 1, 2007 is counted as "Vesting Years of Service" under the Windstream formula. You may continue to earn Vesting Years of Service toward qualifying for the Deferred Vested Pension even though you may not earn additional Benefit Service under the Plan (because the Plan is frozen).

If you qualify for a Windstream formula Deferred Vested Pension, your Windstream formula benefit will be equal to your Windstream formula Accrued Pension at your termination of employment payable monthly commencing with the month following the month you attain your Normal Retirement Date.



Instead of receiving a Windstream formula monthly pension starting at your Normal Retirement Date, you may elect to receive a Windstream formula monthly pension at any time after your 55th birthday as long as you had at least 20 Vesting Years of Service before you terminated employment, or at any time after your 60th birthday as long as you had at least 15 Vesting Years of Service before you terminated employment. In either case, your

Windstream formula benefit, if taken before age 65, is calculated by multiplying your Windstream formula Accrued Pension by the appropriate Early Commencement Reduction Factor (ECRF).

The following are the ECRFs for starting a Windstream formula Deferred Vested Pension for exact ages; for a fractional age, the ECRF is prorated.

Commencement Age	Early Commencement Reduction Factor
55	0.4000
56	0.4600
57	0.5200
58	0.5800
59	0.6400
60	0.7000
61	0.7600
62	0.8200
63	0.8800
64	0.9400
65	1.0000

Illustrations of Deferred Vested Benefit

1. Suppose your employment terminates at age 51 with 20 Vesting Years of Service and with a Windstream formula Accrued Pension of \$118.33. You could start receiving your Windstream formula Accrued Pension at age 65, but since you have 20 Vesting Years of Service, you could elect payment as early as age 55. The age 55 amount would be \$118.33 multiplied by 0.4000, or \$47.33, and the age 60 amount would be \$118.33 multiplied by 0.7000, or \$82.83.
2. Suppose your employment terminates at age 46 with 15 Vesting Years of Service and with a Windstream formula Accrued Pension of \$118.33. You could start receiving your Windstream formula Accrued Pension at age 65. Alternatively, since you have 15 Vesting Years of Service, you could elect payment as early as age 60. The age 60 amount would be \$118.33 multiplied by 0.7000, or \$82.83.
3. Finally, suppose your employment terminates at age 44 with 10 Vesting Years of Service and with a Windstream formula Accrued Pension of \$118.33. Since you have less than 15 Vesting Years of Service, this Windstream formula benefit would start at age 65, and you would not have the option to take it earlier than at age 65.

Reemployment

If you are a Plan participant but your employment terminates before you have five Vesting Years of Service, you generally forfeit all of your rights to service credit and benefits under the Windstream formula. If you are reemployed prior to incurring five one-year breaks-in-service, your prior Vesting Years of Service

and Benefit 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 500 hours in a calendar year. If you were not vested and the number of consecutive one-year-breaks-in-service is five or more and exceeds your previously earned Vesting Years of Service (based on 1,000 hours of service in a calendar year equaling a full year), you lose Vesting and Benefit Service previously earned.

Prior Valor Plan. Provisions regarding deferred vested pension benefits for the prior Valor Plan benefit are described in Appendix IV (Prior Valor Plan).

Death Benefit for Spouses – Windstream Formula Benefit

(Qualified Preretirement Survivor Annuity – Windstream Formula Benefit)

If you die after you have five or more Vesting Years of Service but before you retire, your spouse will receive a Windstream formula pension for life, either immediate or deferred, provided that you have been married to your spouse for at least one year.

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

If you die, Windstream formula benefits to your spouse start as follows:

1. If you die after your 65th birthday, the Windstream formula Death Benefit for Spouses starts right away.
2. If you die while currently eligible for either Windstream formula 55/20 or 60/15 Early Retirement, the Windstream formula Death Benefit for Spouses may start right away or your spouse may elect to defer it until you would have reached age 65.
3. If you die before age 55 but after completing 20 or more Vesting Years of Service, your spouse may elect to start the Windstream formula Death Benefit for Spouses any time between the dates you would have reached ages 55 and 65. Your spouse must complete and file a pension application to commence the benefit before age 65.
4. If you die before age 60 but after completing at least 15 – but less than 20 – Vesting Years of Service, your spouse may elect to start the Windstream formula Death Benefit for Spouses any time between the dates you would have reached ages 60 and 65. Your spouse must complete and file a pension application to commence the benefit before age 65.
5. Finally, if you die after completing at least five but less than 15 Vesting Years of Service, the Windstream formula Death Benefit for Spouses will start when you would have reached age 65.
6. In all cases, your spouse must survive until the Windstream formula Death Benefit for Spouses is due to start to receive the Windstream formula benefits. It will not be paid to your spouse's estate or other beneficiaries.
7. If the Windstream formula Death Benefit for Spouses is \$5,000 or less in present value, the Death Benefit for Spouses will be "cashed out" by paying its value in a single sum.

Amount of Windstream Formula Death Benefit for Spouses

If the Windstream formula death benefit starts right away, 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 Windstream formula pension under the terms of Option B - 50% Spouse Option.

If the Windstream formula benefit doesn't start until sometime in the future, your spouse will receive the Windstream formula benefit he or she would have received based on three assumptions:

1. your Windstream formula Accrued Pension on your date of death,
2. you and your spouse surviving until the desired commencement date (which must be on or after the earliest age your Windstream formula benefit could have started), and
3. your retiring at such commencement date and taking your Windstream formula pension under the terms of Option B - 50% Spouse Option.

Illustrations of Death Benefit for Spouses. Examples of the Windstream formula Death Benefit for Spouses are found in Appendix III (Examples).

Prior Valor Plan. Provisions regarding the death benefits for the prior Valor Plan benefit are described in Appendix IV (Prior Valor Plan).

OPTIONAL FORMS OF RETIREMENT BENEFIT PAYMENTS – WINDSTREAM FORMULA BENEFIT

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

IMPORTANT NOTICE

If you are married at your normal or early retirement, your Windstream formula pension will be paid in the form of Option B - 50% Spouse Option unless you elect Option A – 100% Spouse Option or Option G - 75% Spouse Option, or you elect and your spouse consents to another form of payment in writing (and the consent must be witnessed by a notary). You must retire from Windstream with an early or normal retirement pension to elect an option other than a life annuity, Option B or Option G for your Windstream formula benefit. If you are eligible to receive a Windstream formula Deferred Vested Pension, you may only elect, if single, a life annuity or, if married, a life annuity, Option B or Option G. If you are married and elect a life annuity for your Windstream formula Deferred Vested Pension, your spouse must consent to your election in writing (and the consent must be witnessed by a notary).

If you elect Option A - 100% Spouse Option, Option B – 50% Spouse Option, or Option G -75% Spouse Option for your Windstream formula benefit and die before your spouse, Windstream formula benefits will be paid to your spouse under the applicable option. For purposes of these Options, spouse is defined to be the person to whom you are married at the time your Windstream formula benefit commences. If you desire to share your Windstream formula benefit with some other person, you may elect Option C – 10-Year Certain and Continuous Option 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 option may be made any time up to the date your Windstream formula benefits are scheduled to commence, but no change may be made after that date.

Option A - 100% Spouse Option – Windstream Formula Benefit

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

Option B - 50% Spouse Option - Windstream Formula Benefit

A Windstream formula monthly retirement income payable in a reduced amount for your life, continuing thereafter in $\frac{1}{2}$ of the reduced amount for the life of your spouse. An exception applies if you were not early or normal retirement eligible for your Windstream formula benefit when your employment ended. In this case, if you die first, and before you and your spouse have been married for at least one year, no Windstream formula benefit will be payable to your spouse.

If you are married at the time your Windstream formula pension commences, payment under Option B is mandatory unless you elect Option A (if eligible) or Option G or you elect and your spouse consents to another Windstream formula form of payment (and the consent must be witnessed by a notary).

Option C - 10-Year Certain and Continuous Option - Windstream Formula Benefit

A Windstream formula 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.

Option G - 75% Spouse Option - Windstream Formula Benefit

A Windstream formula monthly retirement income payable in a reduced amount for your life, continuing thereafter in $\frac{3}{4}$ of the reduced amount for the life of your spouse.

Illustrations of Optional Forms of Retirement Benefit Payments. Examples of the Windstream formula Optional Forms of Retirement Benefit Payments are found in Appendix III (Examples).

Prior Valor Plan. Provisions regarding the optional forms of payment for the prior Valor Plan benefit are described in Appendix IV (Prior Valor Plan).

WHEN PAYMENTS ARE MADE



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

If your benefit under the Plan (including both the prior Valor Plan benefit and Windstream formula benefit) has an actuarial present value of \$5,000 or less, the benefit will be "cashed out" by paying its value in a single sum. You may make an election between a cash payment or a direct rollover of your lump sum payment. Other payment options are not available.

If the value of your benefit is more than \$1,000 (but \$5,000 or less) and you do not make an election between a cash payment or direct rollover of your lump sum payment, an automatic direct rollover of your lump sum payment will be made to an IRA. The IRA will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. You will be responsible for fees and expenses of the IRA. For further information regarding the Plan's automatic rollover provisions, IRA provider, and fees and expenses of the IRA, call a Merrill Lynch Service Representative at 1-800-228-4015.

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

BENEFITS FROM OTHER WINDSTREAM PLANS

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.

UNIFORMED (MILITARY) SERVICE

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

SPECIAL TOP-HEAVY PLAN RULES

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.

SOCIAL SECURITY PAYMENTS

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

Social Security is payable in full when you retire at age 65 unless you were born after 1937, in which case unreduced benefits will be payable at later ages up to age 67 for employees born after 1959. Your spouse receives 50% of your benefit, if also of full retirement age. Reduced amounts are payable in either case as early as age 62.

Social Security pays income benefits to you and eligible dependents if you are disabled. Also, benefits are payable to eligible surviving family members if you should die. In any event, you must apply for Social Security benefits; they are not paid automatically. You and your employer each pay equal taxes on your earnings toward the cost of Social Security.

This commentary is general. Your actual eligibility for Social Security benefits will be determined by Social Security's own rules and requirements, which are different from those of the Plan.

It is a good idea during your active career to make sure your Social Security earnings record is correct. A Social Security Statement can be requested online at www.ssa.gov or by using Form SSA-7004, which is available from your local Social Security field office listed under "United States Government" in your local telephone directory.

You may apply for your Social Security payments online at www.ssa.gov or at your local Social Security field office (call the Social Security field office for an appointment and regarding what information to bring).

ADMINISTRATION AND FUNDING OF THE PLAN

The Plan Administrator (and its delegates) is responsible for the administration of the Plan and has discretionary authority to interpret and construe the terms of the Plan, to determine your eligibility for benefits under the Plan, and to resolve any disputes that arise under the Plan. Benefits will be paid only if the Plan Administrator (or its delegate) decides in its discretion that the applicant is entitled to benefits under the Plan.

The amount of your employer's contributions to the Plan are determined by an independent 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 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.

NONALIENATION OF BENEFITS

You cannot assign, transfer or attach your benefits nor use them as collateral for a loan. Your benefits can be assigned or attached by others in certain circumstances (*e.g.*, wrongdoing involving the Plan, offsets for overpayments, and certain domestic relations orders). See also Qualified Domestic Relations Orders below.

QUALIFIED DOMESTIC RELATIONS ORDERS

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

PLAN DOCUMENT (CONTROLS)

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

ELECTRONIC COMMUNICATION

This Summary Plan Description 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 Summary Plan Description (or other information) will contain substantially the same style and format, and the same content, as the electronic version.

NO EMPLOYMENT CONTRACT

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

RECEIVING LESS THAN YOU EXPECTED

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

- A delay in filing a proper application for pension benefits on a timely basis.
- Death prior to commencement of retirement benefits (if you are not married, the Plan does not provide for pre-retirement death benefits).
- Death of a pensioner who has not taken an optional payment form with a death benefit.
- Termination of employment prior to becoming vested.
- Termination of the Plan prior to full funding of benefits attributable to service prior to the termination date. In the event of termination of the Plan, assets are to be allocated to retired, active and terminated vested participants in accordance with the provisions of applicable federal laws and regulations.
- Calculation errors discovered by subsequent audit.
- 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 "Qualified Domestic Relations Orders" section above.
- Amendment of the Plan.
- The Internal Revenue Code limits the annual benefit that you can receive from the Plan and all other tax-qualified plans maintained by Windstream companies. These limits generally affect highly compensated employees.
- The Internal Revenue Code limits the amount of compensation that may be considered under the Plan. This limit is \$265,000 for 2016.
- Benefits will be paid only if the Plan Administrator (or its delegate) decides in its discretion that the applicant is entitled to benefits under the Plan.
- Certain restrictions on the payment of lump-sums, amendments increasing plan benefits, and future benefit accruals apply if the funding percentage of the Plan falls below certain thresholds. You will be notified if any of these restrictions become applicable under the Plan.
- The Plan is required by law to withhold taxes on payments from the Plan according to federal and state withholding rules in effect at the time of distribution. You will want to consult with your personal tax advisor regarding the tax treatment of your pension benefits.
- If you are overpaid from the Plan, the Plan Administrator may offset your current or future benefit payments or seek cash reimbursement to recover overpayments.

- You do not keep the Plan Administrator advised of your current address so that you may receive Plan information in a timely manner.
- You do not make and/or appeal claims in accordance with the Plan's strict time limits.
- The formal Plan document is controlling if there are any discrepancies between the Plan document and this SPD.
- You are not eligible for benefits under the Plan if your benefits under the prior Valor Plan were not transferred to the Plan.

APPLYING FOR A PENSION

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. 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 in your Pension Package and that you make your elections regarding your pension benefit within strict time limits. You must receive the "Pension Package" before, but not more than 180 days before, your designated pension commencement date. You will have 180 days from the date of your Pension Package to make your election. (If your election is made after your designated pension commencement date, payments will be made retroactive to your designated pension commencement date.)

CLAIMS PROCEDURE

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

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

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

civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 following an adverse benefit determination on review.

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

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.

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, 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

Windstream Pension Plan

Name of Plan: Windstream Pension Plan

Plan Sponsor: Windstream Services, LLC
4001 Rodney Parham Rd.
Little Rock, AR 72212

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.

**Agent for
Service of
Legal Process:**

Windstream Services, LLC
4001 Rodney Parham Rd.
Little Rock, AR 72212

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 Rd.
Little Rock, AR 72212

(501) 748-7000

Employer Identification**Number:** 20-0792300**Type of Plan:**

A defined benefit pension plan administered through a trust.

Plan**Identification Number:** 001**Sources of Contributions
of the Plan:**

Payments into the Trust by the Employer with contribution amounts actuarially determined.

Funding Medium:

Windstream Master Trust

Plan Year:

The financial records of the Plan are maintained on a 12-month basis that ends December 31 each year.

APPENDIX I (IMPORTANT TERMINOLOGY)

"Accrued Pension"

"Accrued Pension" is the amount of benefit you have accumulated at any point in time. See the "Pension Benefit Formula" section above regarding the Windstream formula. See the "Valor Pension Formula" in Appendix IV (Prior Valor Plan) regarding the Valor Pension Formula.

"Benefit Service"

Your Windstream formula "Benefit Service" means the portion of your employment that counts for determining the amount of your benefit. Benefit Service under the Plan is frozen.

If you (a) had your prior Valor Plan benefit merged into the Plan on December 31, 2006, (b) were a participant in the prior Valor Plan on or before December 31, 2005, (c) were an employee and had attained age 40 with two or more years of vesting service under the prior Valor Plan on December 31, 2005, and (d) were an employee of Windstream on June 21, 2006, you were eligible to earn Benefit Service for eligible nonbargaining service with Windstream from January 1, 2007 through December 31, 2010 (or, if earlier, the date your employment terminated).

Prior to the freezing of Benefit Service, Benefit Service was calculated similarly to Vesting Years of Service based on hours of service. Benefit Service, however, was granted in units of one month for each $166\frac{2}{3}$ hours worked, so that a full year of Benefit Service is granted for 2,000 hours of service. No Benefit Service was granted if you worked less than 1,000 hours, except for the calendar year preceding the date on which you began participation or ended employment. No Benefit Service was granted for service other than service as an eligible employee (*i.e.*, service with a participating employer in a covered employment classification). You can usually estimate your Benefit Service by counting the elapsed time from January 1, 2007 through December 31, 2010 (or, if earlier, the date your employment terminated).

See also Appendix II (Special Vesting and Service Crediting).

"Compensation"

Your Windstream formula "Compensation" is your basic compensation, including cash bonuses and commissions, plus overtime compensation, shift differentials, in-charge premiums and amounts deferred under the Windstream Executive Deferred Compensation Plan and Windstream Management Deferred Compensation Plan; but excluding non-wage taxable fringe benefits. Compensation is not affected by any pre-tax plan contributions such as contributions to the Medical Reimbursement, Dependent Care, or 401(k) Plans.

"Normal Retirement Date"

Your Windstream formula "Normal Retirement Date" is the last day of the month in which the later of the following occurs:

- i) the date you reach age 65
- or
- ii) the earlier of the fifth anniversary of the date you began Plan participation or the date you are credited with 5 or more Vesting Years of Service.

"Social Security Covered Compensation"

"Social Security Covered Compensation" means the amount of compensation on which Social Security benefits are provided assuming, for each year up to age 65, your compensation is at least equal to the Social Security Taxable Wage Base under the Social Security Act in effect as of December 31, 1987.

"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. This maximum amount generally increases each year.

- for 2007, the maximum amount is \$97,500
- for 2008, the maximum amount is \$102,000
- for 2009, the maximum amount is \$106,800
- for 2010, the maximum amount is \$106,800

"Vesting Year(s) of Service"

The term "Vesting Year(s) of Service" refers generally to your years of service with a Windstream company. You receive one Vesting 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, authorized leaves of absence — provided that you return to employment at the end of the leave of absence — and absence for service in the Armed Forces of the United States as long as your reemployment rights are protected by law, and for certain other authorized absences as established by Windstream personnel policy. Vesting Years of Service are used to determine eligibility for benefits.

See also Appendix II (Special Vesting and Service Crediting).

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

APPENDIX II (SPECIAL VESTING AND SERVICE CREDITING)

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

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

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

Vesting Years of Service

Your period of employment with Valor Telecommunications Services, LP (and related entities) prior to January 1, 2007 is counted as "Vesting Years of Service" under the Plan's Windstream formula based on the number of whole years of vesting service that were credited under the Valor Telecommunications Enterprises, LLC Pension Plan through December 31, 2006.

Benefit Service

Your period of employment with Valor (and related entities) prior to January 1, 2007 is not counted as "Benefit Service" under the Plan. For eligible former employees of Valor and related entities, accumulation of Benefit Service under the Plan generally started January 1, 2007.

APPENDIX III (EXAMPLES)

A. Normal Retirement Pension – Windstream Formula Benefit

See "Pension Benefit Formula" section above.

B. Prior Valor Plan

See "Appendix IV (Prior Valor Plan)" below.

C. Early Retirement Benefit – Windstream Formula Benefit

See "55/20 Early Retirement Pension – Windstream Formula Benefit" and "60/15 Early Retirement Plans – Windstream Formula Benefit" in the "Types of Pension Benefits" section for illustrations.

D. Deferred Vested Benefit – Windstream Formula Benefit

See "Deferred Vested Pension – Windstream Formula Benefit" in the "Types of Pension Benefits" section for illustrations.

E. Death Benefit for Spouses

In this example, it is assumed that you and your spouse are exactly the same age and have been married for more than one year.

1. Referring to 55/20 Early Retirement Illustration: You have a Windstream formula Accrued Pension of \$118.33 and you have attained age 55 with 20 Vesting Years of Service. The amount payable at age 55 would be \$118.33 multiplied by 0.8500, or \$100.58. If you die at age 55, your spouse's Windstream formula benefit after your death would be one-half ($\frac{1}{2}$) of the Windstream formula benefit that would have been payable to you at age 55 under Option B. Your spouse would be eligible to receive $\frac{1}{2}$ of \$95.20, or \$47.60 per month upon your death. {\$95.20 is equal to \$100.58 x 0.9465 (Option B factor); see Example F.2.}
2. Referring to Deferred Vested Illustration 1: You have a Windstream formula Accrued Pension of \$118.33 and you have attained age 51 with 20 Vesting Years of Service. If you die at age 51, your surviving spouse can elect commencement of the Windstream formula death benefit between your 55th and 65th birthdays, since you have 20 Vesting Years of Service. (In these illustrations, your spouse is assumed to be the same age as you. Accordingly, on the dates you would have been 55 or 65, your spouse would also be 55 or 65. However, your spouse's age is irrelevant when determining the commencement of the benefit payable to your spouse. He/she could just as well be 52 or 70 at the time benefits start. It is **your** age that determines when benefits start, not your spouse's.) If the Windstream formula benefit starts at your age 55, the amount would be one-half ($\frac{1}{2}$) of the benefit payable to you at age

55 under Option B: $\frac{1}{2}$ of \$44.80, or \$22.40. {\$44.80 is equal to: $\$118.33 \times 0.40$ (ECRF) $\times 0.9465$ (Option B factor).} Alternatively, age 60 or age 65 commencement could be elected, with the following benefits:

Age 60: $\frac{1}{2} \times \$118.33 \times 0.70 \times 0.9335$, or \$38.66

Age 65: $\frac{1}{2} \times \$118.33 \times 0.9187$, or \$54.35

3. Referring to Deferred Vested Illustration 2: Suppose you die at age 46 with 15 Vesting Years of Service. Since you have 15 Vesting Years of Service, you could have started to collect your Windstream formula benefit any time between your 60th and 65th birthdays. Accordingly, your surviving spouse can elect commencement of Windstream formula benefit between those dates also. If the Windstream formula benefit starts at your age 60—remember, it's **your** age that determines commencement of benefit—the amount would be one-half ($\frac{1}{2}$) of the benefit payable to you at age 60 under Option B, or $\frac{1}{2} \times \$118.33 \times 0.7$ (ECRF) $\times 0.9335$ (Option B factor), or \$38.66 per month.
4. Referring to Deferred Vested Illustration 3: You die at age 44 with 10 Vesting Years of Service. If your employment had terminated, you could not have started to collect your Windstream formula benefit until age 65. Accordingly, your spouse can not collect a Windstream formula benefit until you would have reached age 65. The benefit to your spouse would be one-half of your Windstream formula Accrued Pension (\$118.33) adjusted for Option B election, or $\frac{1}{2} \times \$118.33 \times 0.9187$, or \$54.35 per month.
5. Finally, let's say you terminate with a Windstream formula Deferred Vested Benefit and die prior to starting your benefit. If you leave an eligible spouse who survives to an age at which you could have begun collecting your Windstream formula benefit, your spouse will receive benefits as under sections 2, 3, or 4 above, as applicable.

F. Form of Payment

The amount of benefit payable under an option depends on:

1. The amount of your monthly benefit (after applying the early commencement reduction factor, as appropriate, for commencement prior to age 65);
2. The option elected;
3. The actuarial factors specified in the Plan;
4. Your age at time of benefit commencement; and
5. Your spouse's age, except for Option C where the amounts payable are not dependent on the age of the designated beneficiary.

Consider the following benefits from the Normal Retirement and Early Retirement Examples:

1. Example A: a monthly benefit to you of \$118.35 per month starting at age 65.
2. Example B: a life annuity to you of \$100.58 per month starting at age 55.

If we assume you and your spouse are the same age, the following are the amounts payable monthly under the various options:

1. At Age 65 With Spouse Age 65

<u>Option</u>		<u>Formula Benefit</u>		<u>Option Factor</u>		<u>Optional Benefit</u>
Life Annuity	=	\$118.35	x	1.0000	=	\$118.35
Option A	=	\$118.35	x	0.8496	=	\$100.55
Option B	=	\$118.35	x	0.9187	=	\$108.73
Option C	=	\$118.35	x	0.9592	=	\$113.52
Option G	=	\$118.35	x	0.8828	=	\$104.48

Please note:

- (a) A life annuity is the "normal" form of payment of the Windstream formula Accrued Pension and provides monthly payments for your life and no additional payments after your death.
- (b) The age of the beneficiary is immaterial to the amount under Option C.
- (c) The spouse's benefit under Option B would be 50% of the Optional Benefit amount.
- (d) The spouse's benefit under Option A would be 100% of the Optional Benefit amount.
- (e) The spouse's benefit under Option G would be 75% of the Optional Benefit amount.

2. At Age 55 With Spouse Age 55

<u>Option</u>		<u>Formula Benefit</u>		<u>Option Factor</u>		<u>Optional Benefit</u>
Life Annuity	=	\$100.58	x	1.0000	=	\$100.58
Option A	=	\$100.58	x	0.8984	=	\$90.36
Option B	=	\$100.58	x	0.9465	=	\$95.20
Option C	=	\$100.58	x	0.9899	=	\$99.56
Option G	=	\$100.58	x	0.9218	=	\$92.71

Please note:

- (a) A life annuity is the "normal" form of payment of the Accrued Pension and provides monthly payments for your life and no additional payments after your death.
- (b) The age of the spouse is immaterial to the amount under Option C.
- (c) The spouse's benefit under Option B would be 50% of the Optional Benefit amount.
- (d) The spouse's benefit under Option A would be 100% of the Optional Benefit amount.
- (e) The spouse's benefit under Option G would be 75% of the Optional Benefit amount.

APPENDIX IV (PRIOR VALOR PLAN)

If you were a participant in the Valor Telecommunications Enterprises, LLC Pension Plan (the "prior Valor Plan") and your benefit was transferred to the Plan as part of the Valor Plan merger into the Plan on December 31, 2006, you are a participant in the Plan.

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

Valor Pension Formula

Your prior Valor Plan benefit is based on several factors, including your Average Annual Compensation and Accredited Service as of December 31, 2006.

Valor Formula

For an hourly employee, your prior Valor Plan benefit as of December 31, 2006 is based on the following formula:

$1.35\% \times \text{Average Annual Compensation as of December 31, 2006} \times \text{years of Accredited Service as of December 31, 2006}.$

In no event, however, will the prior Valor Plan benefit be less than the benefit determined as of December 31, 2006 under the following table:

Years of Accredited Service	Minimum 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

For a salaried employee, your prior Valor Plan benefit as of December 31, 2006 is based on the following formula:

greater of

(a) years of Accredited Service as of December 31, 2006 \times [(1.15% \times Average Annual Compensation as of December 31, 2006 that is not in excess of the Social Security Integration Level) + (1.45% \times Average Annual Compensation as of December 31, 2006 that is in excess of the Social Security Integration Level)],

or

(b) $1.35\% \times \text{Average Annual Compensation as of December 31, 2006} \times \text{years of Accredited Service as of December 31, 2006}.$

Formula Reductions

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

Accredited Service

Your prior Valor Plan benefit generally is based on your Accredited Service under the prior Valor Plan as of December 31, 2006. Accredited Service under the prior Valor Plan generally was earned during the time prior to December 31, 2006 that you were an employee in covered employment with a participating employer under the prior Valor Plan.

Average Annual Compensation

Your prior Valor Plan benefit is based on your Average Annual Compensation under the prior Valor Plan as of December 31, 2006. Average Annual Compensation under the prior Valor Plan generally was earned during the time prior to December 31, 2006 that you were an employee in covered employment with a participating employer under the prior Valor Plan.

Prior Plans

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

If you participated in the Kerrville Telephone Company Employee's Retirement Plan ("KTC Plan") on December 31, 2002 and your benefit under KTC Plan was transferred to the prior Valor Plan on November 14, 2003, your prior Valor Plan benefit generally will be the sum of the KTC Plan transferred benefit (with its corresponding rights and features), plus the benefit you earned under the prior Valor Plan after December 31, 2002 and prior to December 31, 2006. You may contact the Plan Administrator for more information regarding the KTC Plan transferred benefit.

Illustration

1. Hourly Employee. Assume your Average Annual Compensation as of December 31, 2006 is \$30,000 and your Accredited Service as of December 31, 2006 is 26 years. Also assume that there are no formula reductions for Valor prior plan participation. Your prior Valor Plan benefit is determined as follows:

1.35% multiplied by 26 multiplied by \$30,000 = \$10,530. The \$10,530 is larger than the minimum benefit for someone with 26 years of Accredited Service (*i.e.*, \$7,500). Thus, your prior Valor Plan benefit is \$877.50 per month (\$10,530 divided by 12) payable in the form of a life annuity at age 65.
2. Salaried Employee. Assume your Average Annual Compensation as of December 31, 2006 is \$30,000, your Social Security Integration Level as of December 31, 2006 is \$72,000, and your Accredited Service is 26 years. Also assume that there are no formula reductions for Valor prior plan participation. Your prior Valor Plan benefit is determined as follows:

The benefit is the greater of (a) 26 multiplied by [(1.15% multiplied by \$30,000) plus (1.45% multiplied by \$0 (no amount of Average Annual Compensation (*i.e.*, \$30,000) is in excess of \$72,000))], which equals \$8,970 or (b) 1.35% multiplied by 26 multiplied by \$30,000, which equals \$10,530. The greater of (a) or (b) is \$10,530. Your prior Valor Plan benefit is \$877.50 per month (\$10,530 divided by 12) payable in the form of a life annuity at age 65.

Types of Valor Retirement

Valor Normal Retirement

Your normal retirement date for your prior Valor Plan benefit is the later of the last day of the calendar month during which you attain age 65 or the fifth anniversary of when you became a participant occurs.

The prior Valor Plan's normal retirement benefits are payable beginning on your prior Valor Plan's normal retirement date and are calculated as of December 31, 2006 using the prior Valor Plan's formula.

Valor Early Retirement

You may retire early (before normal retirement date) with respect to your prior Valor Plan benefit if

- you have at least 30 years of Accredited Service, no matter what your age;
- or
- you have at least 15 years of Accredited Service and your combined Accredited Service and age total 76 or more.

You receive credit for fractional years of age or service.

The prior Valor Plan's early retirement benefit is calculated in the same manner as the prior Valor Plan's normal retirement benefit. If you begin receiving your prior Valor Plan benefits before your normal retirement date and you have not completed 30 years of Accredited Service, your annual pension is multiplied by the early commencement percentage in the following table:

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

Your pension is adjusted by 1/4 of 1% for each full month payments start after your birthday.

Illustration: You are age 50 with 26 years of Accredited Service and your prior Valor Plan benefit is \$877.50 per month payable in the form of a life annuity at age 65. If you elect to start

this prior Valor Plan benefit at age 50, the amount payable would be \$877.50 multiplied by 0.8500, or \$745.88. If the benefit starts at or after age 55, your benefit will not be reduced.

Valor Deferred Retirement

You may choose to continue working past the prior Valor Plan's normal retirement date. In this case, you may either defer commencement of your prior Valor Plan benefit until you retire or you may elect to commence your Valor Plan benefit as of any March 1.

Valor Vested Benefits

Valor Deferred Vested Benefit

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

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

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

Valor Deferred Vested Formula

The prior Valor Plan's deferred vested benefit is calculated in the same manner as the prior Valor Plan's normal retirement benefit, except the table amount specified in the "Valor Formula" section for hourly employees is based on years of Accredited Service that you would have had if your employment continued to your prior Valor Plan's normal retirement date. The table amount is then multiplied by a fraction, the numerator of which is your actual years of Vesting Service as of December 31, 2006 and the denominator of which is the years of Vesting Service that you would have had if your employment continued to your prior Valor Plan's normal retirement date.

Valor Deferred Vested Commencement

The prior Valor Plan's deferred vested benefit may be commenced at your prior Valor Plan's normal retirement date, or, before normal retirement date as follows:

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

or

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

If you begin receiving your prior Valor Plan's deferred vested benefit before your prior Valor Plan's normal retirement date, your prior Valor Plan's deferred vested benefit will be multiplied by the deferred vested early commencement percentage in the following table:

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

Illustration: Assume you terminated employment at age 49 with 26 years of Accredited Service, you are now age 50, and your prior Valor Plan benefit is \$877.50 per month payable in the form of a life annuity at age 65. If you elect to start this prior Valor Plan benefit at age 50, the amount payable would be \$877.50 multiplied by 0.25, or \$219.38. If the benefit starts at or after age 65, your benefit will not be reduced.

Valor Forms of Payment

Your prior Valor Plan benefit is payable under the following payment options.

Valor Normal Form of Payment

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

Participants Who Are Not Married

If you are not married, the normal form of payment for the prior Valor Plan benefit is a Single Life Annuity. The Single Life Annuity provides monthly payments to you for your life. No additional benefits are paid after your death.

Married Participants

If you are married, the normal form of payment for the prior Valor Plan benefit is a Qualified Joint and 50% Survivor Annuity, with your spouse as the designated beneficiary. The Qualified Joint and 50% Survivor Annuity provides reduced monthly payments to you for your life, and, following your death, 50% of your monthly benefit will be paid to your spouse for his or her life. Your monthly payments will be less than under a Single Life Annuity because payments are payable for both your life and that of your spouse. The amount your monthly payments are reduced is based on your age and your spouse's age when benefits commence. If your payments have begun and your spouse dies, your payments continue in the same amount and no additional benefits are paid after your death.

Valor Optional Forms of Payment

Depending upon your personal needs, you may elect to receive your prior Valor Plan benefit in another form of payment. If you are married and choose a form of payment that does not provide your spouse with a benefit or provides your spouse with a benefit that is less than under the Qualified Joint and 50% Survivor Annuity, your spouse must consent in writing to the election and the consent must be witnessed by a notary.

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

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

Valor Single Life Annuity

The Single Life Annuity for your prior Valor Plan benefit provides monthly payments to you for your life. No additional benefits are paid after your death. This is the normal form for a participant who is not married and may be elected by a married participant.

Valor Joint-Survivor Pension

The Joint-Survivor Pension for your prior Valor Plan benefit provides reduced monthly payments to you for your life, and, following your death, a designated percentage (33-1/3%, 50%, 66-2/3%, 75%, or 100%) of your monthly benefit will be paid to your designated beneficiary for his or her life. Your monthly payments will be less than under a Single Life Annuity because payments are payable for both your life and that of your designated beneficiary. The amount your monthly payments are reduced is based on the percentage designated, your age and your designated beneficiary's age when benefits commence. If your payments have begun and your designated beneficiary dies, your payments continue in the same amount and no additional benefits are paid after your death.

Valor Five-Year Certain and Life Annuity Option

The Five-Year Certain and Life Annuity Option for your prior Valor Plan benefit provides reduced monthly payments to you for your life, and, if your death occurs before you receive 60 monthly payments, your designated beneficiary or estate receives monthly payments (in the reduced amount) until the number of monthly payments made to you and your designated beneficiary (or estate) equals 60. Your monthly payments will be less than under

a Single Life Annuity because payments are made for at least 60 months. If you die after you receive 60 monthly payments, no additional benefits are paid after your death.

Valor Lump Sum Distribution Option

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

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

Valor Pre-Retirement Spouse's Pension

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

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

- If you are not vested in your prior Valor Plan benefit, no benefit is payable upon your death. You are vested in your prior Valor Plan benefit if you have completed at least five vesting years of service or if you attain normal retirement age while employed.
- If you are not married when you die, no benefit is payable upon your death with respect to your prior Valor Plan benefit.

Valor Spouse's Pension

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

The Spouse's Pension with respect to your prior Valor Plan benefit is equal to the annual amount payable to your spouse under the Qualified Joint and 50% Survivor Annuity if you had (i) terminated employment on the date of your death (or, if earlier, your actual date of employment termination), (ii) elected to commence your prior Valor Plan benefit at normal retirement date (or, if later, your actual date of employment termination), and (iii) then died.

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

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