

# Windstream 401(k) Plan Summary Plan Description

For Bargaining Employees Except Bargaining Employees of CWA 7470 Effective July 1, 2021

## **TABLE OF CONTENTS**

THE PLAN AT A GLANCE	3
WINDSTREAM 401(k) PLAN SUMMARY PLAN DESCRIPTION	5
ELECTIONS AND ACCOUNT INFORMATION	
ELIGIBILITY	6
ENROLLMENT	
EMPLOYEE PRETAX AND ROTH CONTRIBUTIONS	6
CATCH-UP CONTRIBUTIONS	8
COMPANY CONTRIBUTIONS	8
ROLLOVER CONTRIBUTIONS	9
INVESTMENTS	
ADMINISTRATION, FEES, AND REVENUE SHARING	13
VESTING	
PARTICIPANT LOANS	
IN-SERVICE WITHDRAWALS	16
DISTRIBUTION OF YOUR ACCOUNT	17
BENEFICIARIES	20
CLAIMS PROCEDURE	20
OTHER IMPORTANT INFORMATION	23
LESS THAN YOU EXPECTED - FORFEITURES ETC	25
AMENDMENT AND TERMINATION OF THE PLAN	27
STATEMENT OF ERISA RIGHTS	27
FEDERAL INCOME TAX DISCLOSURE	29
PLAN DATA	33
APPENDIX A	35
APPENDIX B	42
APPENDIX C	54
APPENDIX D	50

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## THE PLAN AT A GLANCE

BENEFIT	The Windstream 401(k) Plan (the "Plan") is a tax advantaged way for you to save for retirement through payroll deduction. The contributions you make, along with company contributions and earnings, can be of significant value in building a strong financial future for you and your family.
ELIGIBILITY & ENROLLMENT	Windstream bargaining employees (except bargaining employees of CWA 7470 who are covered by a separate summary plan description) are immediately eligible and can start making contributions as soon as administratively practicable following enrollment in the Plan. To enroll, following eligibility, go to the Bank of America Merrill Lynch website at www.benefits.ml.com or call 1.800.228.4015.
EMPLOYEE CONTRIBUTIONS	You can make pretax and/or Roth contributions up to 60% of your Plan compensation, subject to certain limits. The legal maximum is \$19,500 (for 2021). Also, if you will be at least age 50 during the year, you can make "Catch-up" contributions up to \$6,500 (for 2021).
COMPANY CONTRIBUTIONS	The Company may make matching contributions to your account based on the provisions of your bargaining agreement as outlined by Appendix C if you are employed as an eligible bargaining employee in one of the bargaining groups listed in Appendix C.  The Company may make nonelective contributions to your account on a one-time basis and/or on an annual basis if you are an eligible bargaining employee based on the provisions of your bargaining agreement as outlined in Appendix C.

INVESTMENT CHOICES	You may invest your account balance among multiple investment funds.
VESTING	You generally are 100% vested in all contributions and earnings made to the Plan. See Appendix B regarding vesting of amounts transferred from prior plans.
PAYMENT OF BENEFITS	Generally, you may take your money when you retire or leave the Company. Under certain circumstances, you may also take a loan from or receive a withdrawal (e.g., on account of hardship) of part of your account balance.

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 has the discretionary power and authority to construe the provisions of the Plan and to make factual determinations in deciding whether an applicant is entitled to benefits under the Plan.

## WINDSTREAM 401(K) PLAN SUMMARY PLAN DESCRIPTION

The Windstream 401(k) Plan (the "Plan") helps you build financial security for your retirement by providing you with a tax-advantaged opportunity to save for your retirement. The Plan is intended to satisfy the requirements of a qualified plan under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code").

This Summary Plan Description has been written specifically for eligible bargaining employees of Windstream Services, LLC ("Windstream") and its designated participating subsidiaries (collectively, the "Company"), except Windstream bargaining employees of CWA 7470. This Summary Plan Description generally describes the Plan as in effect on July 1, 2021. Separate summary plan descriptions have been prepared for non-bargaining employees and bargaining employees of CWA 7470. The Plan Administrator and the Trustee for the Plan are listed in the Plan Data section at the end of this document.

If you participated in a plan that was merged into the Plan or in a plan from which your account was transferred to the Plan (other than by rollover), see Appendix B (Prior Plans) to this Summary Plan Description for information regarding any benefits, rights, and features of your prior plan account that may be different than those described generally for the Plan. Appendix B applies to the mergers of or account transfers from the Windstream Profit-Sharing Plan, Valor Telecommunications Southwest, LLC Savings Plan, The Concord Telephone Company Employees' Savings Plan Plan, Lexcom 401(k) Plan, D&E Communications, Inc. Employees' 401(k) Savings Plan, Conestoga Telephone & Telegraph Local 1671 Tax Deferred Retirement Plan, NuVox Communications, Inc. Profit Sharing 401(k) Plan, Iowa Telecom Savings Plan, Iowa Telecom Hourly Savings Plan, Hosted Solutions Acquisition, LLC 401(k) Plan, PAETEC Holding Corp. 401(k) Plan, Network Telephone 401(k) Profit Sharing Plan, BOB, LLC 401(k) Plan, EarthLink 401(k) Plan, and Broadview Networks Retirement Savings Plan.

## **ELECTIONS AND ACCOUNT INFORMATION**

Eligible employees can make certain elections described in this Summary Plan Description and access account information by calling the Plan's record keeper, Bank of America Merrill Lynch & Co., Inc. ("Bank of America Merrill Lynch"), at 1-800-228-4015 or accessing the Bank of America Merrill Lynch Benefits OnLine® website at <a href="https://www.benefits.ml.com">www.benefits.ml.com</a>. These systems are generally available 24 hours a day; however,

the systems may not be available or processing may be delayed because of system problems, call volume, or other reasons.

#### **ELIGIBILITY**

Windstream bargaining employees are eligible and can start making contributions as soon as administratively practicable following enrollment in the Plan. If you do not elect to enroll at the time you are first eligible to participate, you may enroll at any time (subject to administrative procedures) during your employment as an eligible bargaining employee.

Individuals who are not eligible to participate include leased employees, employees who do not have regularly stated compensation on a salaried or hourly wage basis, persons not classified as employees of a participating employer, and nonresident aliens with no U.S. income.

#### **ENROLLMENT**

You can start contributing to the Plan at any time (subject to administrative procedures) after you are eligible. To make your contribution and investment elections, access the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or call the Bank of America Merrill Lynch Interactive Voice Response system at 1-800-228-4015.

## **EMPLOYEE PRETAX AND ROTH CONTRIBUTIONS**

Generally, you may contribute between 1% and 60% of your Plan compensation for a payroll period to the Plan on a pretax and/or Roth basis, subject to certain limits. Your contributions may not exceed a certain dollar limit set each year by the IRS. For the 2021 Plan Year, the limit is \$19,500. (See next section regarding "Catch-up" contributions if you will be at least age 50 during the year.) Also, if you are a highly compensated employee, your contributions may be limited to satisfy IRS nondiscrimination rules. The amount you contribute to the Plan as pretax dollars, is not counted as part of your income for the purpose of calculating your federal income tax in the year in which you make the contributions. In addition, many states allow you to exclude these amounts from current taxes. Your pretax contributions and any earnings on your pretax contributions generally are not taxable under federal income tax rules until they are distributed to you from the Plan. The pretax amounts you contribute to the Plan do not affect your other salary-based benefits such as life insurance and disability insurance. The amounts you contribute to the Plan as Roth contributions are made on an after-tax basis. Distribution of Roth contributions and any associated

investment earnings is tax-free if the distribution is made both on or after the fifth anniversary of the first day of the tax year of your first Roth contribution to the Plan and you are at least  $59\frac{1}{2}$  years of age.

Your "Plan compensation" that is eligible for pretax and/or Roth contributions generally consists of all wages, salaries and other amounts paid to you as an eligible employee for services rendered as reported on your Form W-2, including amounts that would have been included in your compensation if they had not received special tax treatment because they were deferred under the Plan, a medical reimbursement plan or dependent care plan.

Plan compensation, however, does not include (i) deferred compensation, (ii) amounts realized from nonstatutory stock options, restricted stock, and statutory stock options, (iii) amounts that receive special tax benefits, (iv) other forms of remuneration similar to the above exclusions, (v) moving expenses, (vi) reimbursement or other expense allowances, (vii) fringe benefits (cash and non-cash), (viii) welfare benefits, (ix) severance pay and (vi) any amounts paid following your termination of employment except otherwise eligible regular pay or payments for certain unused vacation or sick pay that are paid by the end of the Plan Year or, if later, 2-1/2 months following your termination of employment. Plan compensation is subject to any tax rules limiting the amount of compensation that may be taken into account as Plan compensation each year (\$290,000 for 2021).

You may increase or decrease your contributions at any time (subject to administrative procedures) by accessing the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or by calling a Bank of America Merrill Lynch Retirement Specialist at 1-800-228-4015. Contributions must be made in increments of 1% (e.g., you may not contribute 2.5%). As prescribed by the Plan Administrator, contribution elections may include an automatic increase feature.

Even though your Plan compensation may change, your contribution percentage will remain the same (unless you elect an increase or decrease in the percentage). In other words, the dollar amount of your contribution will increase or decrease in proportion to your Plan compensation because the contribution percentage remains the same.

You may stop or resume your contributions at any time (subject to administrative procedures) by accessing the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or by calling a Bank of America Merrill Lynch Retirement Specialist at 1-800-228-4015. The adjustment is effective as soon as administratively possible (generally with the next full pay period).

If you are an eligible employee and you become ineligible (see Eligibility section of this summary for additional details), you will be unable to make contributions to the Plan after you become an ineligible employee.

#### CATCH-UP CONTRIBUTIONS

A Plan participant who will be at least age 50 during a Plan Year may contribute more than the annual deferral limit and/or the annual plan maximum contribution limit to the Plan. Catch-up contributions are subject to an annual limit. Participants who will be at least age 50 during a Plan Year may make pretax and/or Roth "Catch-up" contributions during the year, up to a maximum of \$6,500 for 2021, in accordance with rules specified by the Company. Catch-up contributions are not matched with Company matching contributions.

Catch-up contribution elections can be made by accessing the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or by calling a Bank of America Merrill Lynch Retirement Specialist at 1-800-228-4015.

### **COMPANY CONTRIBUTIONS**

#### **Company Matching Contributions**

The Company may make matching contributions to your account based on the provisions of your bargaining agreements outlined in Appendix C if you are employed as an eligible bargaining employee in one of the bargaining groups listed in Appendix C. The Company matching contributions will be made each payroll period. The Plan includes a "true-up" matching feature for participants who did not contribute at an even rate throughout the Plan Year (and did not receive a full matching contribution as a result).

The Company does not match Catch-up contributions.

Like your pretax contributions to the Plan, the Company matching contributions and any earnings on them generally are not taxable to you until they are distributed to you from the Plan.

#### Company Nonelective Contributions

The Company may make nonelective contributions to your account on a one-time basis and/or on an annual basis if you are an eligible bargaining employee based on the provisions of your bargaining agreement as outlined in Appendix C. You generally must

be employed as an eligible bargaining employee in one of the bargaining groups listed in Appendix C on the last day of the Plan Year (or retire, die or become disabled during the Plan Year) to receive an annual nonelective contribution. The Company annual nonelective contributions will be made as soon as administratively practicable following the end of the Plan Year.

Like your contributions to the Plan, the Company nonelective contributions and any earnings on them generally are not taxable to you until they are distributed to you from the Plan.

#### ROLLOVER CONTRIBUTIONS

Rollover contributions from other retirement plans to the Plan may occur from time to time under certain circumstances. For example, you can roll over amounts from a previous employer's qualified plan (other than after-tax contributions). You can also roll over amounts you are entitled to as the spousal beneficiary of another qualified plan.

Subject to the approval of the Plan Administrator, you may elect to roll over qualified cash distributions from another retirement plan or roll over a conduit Individual Retirement Account (IRA) into the Plan. After-tax contributions, however, may not be rolled over to the Plan. Internal Revenue Code rules govern whether a distribution from another plan or a conduit IRA qualifies for rollover into the Plan. The Plan Administrator requires you to provide information to show that the distribution you want to roll over qualifies under the Internal Revenue Code rules.

If you want to roll over contributions from another plan, you must complete a 401(k) Plan Rollover Application Form. The form can be obtained by accessing the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com, or by calling the Bank of America Merrill Lynch Interactive Voice Response system at 1-800-228-4015. Unless a direct rollover is made from another retirement plan, your rollover contribution funds generally must be delivered within 60 days of the date you received the funds to qualify as a tax-free rollover.

If you have amounts in the Plan from a rollover, a separate account will be established and maintained on your behalf. The account reflects the amounts credited to you from the rollover, and you may invest them in the Plan funds of your choice.

Once the rollover contribution is deposited into the Plan, the funds become subject to the rules and regulations of the Plan document.

#### **INVESTMENTS**

The Plan offers multiple core investment funds for you to choose from with varying degrees of investment risk, and also offers you the flexibility to invest in retail mutual funds through Self-Direct Brokerage (as described below). The core investment funds are described in Appendix A, and information regarding fund performance history is also described in Appendix A to this Summary Plan Description. For more complete information on the core investment funds, including their management fees and other charges and expenses, please consult the individual prospectus and comparable documents for the funds. The individual prospectus for and additional information about the core investment funds can be obtained on Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or by calling Bank of America Merrill Lynch at 1-800-228-4015.

Please review all individual prospectuses, disclosure documents, and other communication materials carefully before making an investment decision.

You may divide your contributions and Company contributions among any of the core investment funds or Self-Direct Brokerage in increments of 1% or more. For example, you may allocate 25% of your contributions and Company contributions to one fund, 50% to a second fund, 22% to a third fund, and 3% to a fourth fund. In addition, you may allow your contributions and Company contributions to accumulate in one fund and then direct future contributions to another fund.

You may change your investment choices or percentages among the investment funds or Self-Direct Brokerage at any time (subject to administrative procedures, including processing cutoffs by the record keeper). Simply access the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or call Bank of America Merrill Lynch Interactive Voice Response system at 1-800-228-4015.

In addition to your investment direction for deposit of future contributions, you may make a separate election to reallocate your existing account balance among the investment funds or Self-Direct Brokerage. For example, you may allocate 25% of your total account balance to one fund, 60% to a second fund, and the remaining 15% to a third fund. This election will reallocate your entire plan account among the funds you select.

If you do not make an investment election, your contributions and Company contributions will be invested in a manner deemed appropriate by the Windstream

Investment Committee (generally to the qualified default investment alternative described in Appendix A).

## **Self-Direct Brokerage**

Self-Direct Brokerage is a separate brokerage account within the Plan that offers you the flexibility to invest in retail mutual funds separate from the investment options included in the Plan's core investment menu. This service is for participants interested in creating and managing their own investment strategy, providing the flexibility and control that comes with independent investing. If you choose to invest through Self-Direct Brokerage, it is your responsibility to research, evaluate and select your investments as well as monitor their performance. If you enroll in Self-Direct Brokerage, you will be charged an annual record keeping fee of \$80, and additional fees and commissions may apply to your mutual fund investments. To find out what retail mutual funds are available, you may visit the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or contact a Bank of America Merrill Lynch Retirement Specialist at 1-800-228-4015.

#### **Advice Access**

Advice Access (AA) is an investment advisory service offered under the Plan. AA enables you to prepare for retirement and understand where you stand in reaching your financial goals, get specific recommendations for how much to save and how to invest to increase the likelihood that you will reach your financial goals, and benefit from an expert retirement strategy. There are three options to help you manage your account.

- PersonalManager Your participant portfolio is reviewed every 90 days. This
  regular review will consider any updates to your profile, such as a salary increase,
  change in marital status, or anything else related to your financial situation. It
  will also consider changes in financial markets, or with the funds you have in
  your portfolio. If necessary, the percentage of the portfolio in each fund will be
  adjusted, and/or one or more different investment funds may be brought into
  the mix.
- 2. Portfolio Rebalancing Your portfolio is rebalanced every 90 days to maintain the existing targeted asset allocation, but no new funds are considered. Portfolio Rebalancing will not review your personal profile to reflect any possible changes and will not change your investments.
- 3. One-Time Implementation After the one-time implementation, your investment profile is not reviewed and your portfolio is not rebalanced. You are solely responsible for managing your investments and making future changes.

#### You can access AA:

- Online at www.benefits.ml.com.
- By phone, from a Bank of America Merrill Lynch Retirement Specialist at 1-800-228-4015.
- Directly from your financial advisor. To set up a meeting with a financial advisor, please contact a Bank of America Merrill Lynch Retirement Specialist at 1-800-228-4015.

The Advice Access service uses a probabilistic approach to determine the likelihood that you may be able to achieve your stated goals and/or to identify a range of potential wealth outcomes that could be realized. You should carefully review the explanation of the methodology used, including key assumptions and limitations, which is provided in the Advice Access disclosure statement. It can be obtained through Benefits OnLine or through a Bank of America Merrill Lynch Retirement Specialist.

IMPORTANT: The projections or other information shown in the Advice Access service regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results and are not guarantees of future results. Results may vary with each use and over time.

## **ERISA Section 404(c)**

The Plan generally provides for participant direction of investment and, where participant direction of investment is provided, the Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and Title 29 of the *Code of Federal Regulations* Section 2550.404c-1. As an ERISA Section 404(c) plan, the fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by a participant or beneficiary. If you choose to invest through Self-Direct Brokerage, it is also your responsibility to research, evaluate and select your retail mutual fund investments as well as monitor their performance.

Upon your request, the Plan Administrator will furnish you with the following:

- the most current individual prospectus or similar document of each investment fund
- any available financial reports or statements of each investment fund

- information concerning the value of shares or units of each investment fund
- a list of the assets comprising the investment fund along with the value of each asset

Current investment fund information, including fee and expense information, is available through the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com.

## **ADMINISTRATION, FEES, AND REVENUE SHARING**

The Plan Administrator is responsible for the administration of the Plan and has sole discretionary authority to interpret and construe the terms of the Plan, determine your eligibility for benefits under the Plan, and resolve any disputes that arise under the Plan. Benefits under the Plan are paid only if the Plan Administrator (or its delegate) decides in its discretion that the applicant is entitled to benefits under the Plan. The expenses of administering the Plan are paid from Plan assets, unless the Company elects in its sole discretion to make payment directly from its general assets.

#### **Valuation of Your Plan Account**

The value of your Plan account is adjusted on each valuation date to reflect any earnings or losses on your investment, any distributions you have received, and any contributions that have been made to your Plan account since the preceding valuation.

Typically, the Plan is valued daily on business days when the New York Stock Exchange is open for trading. There may be other times when daily valuation is unavailable. You will receive a written statement of your account at least quarterly in addition to daily online account balance information.

## **Fees and Revenue Sharing**

In making decisions regarding the Plan, you will want to consider the fees and expenses that will be charged to your Plan account. In general, fees can be classified into the following categories:

Plan Administrative Fees. Plan administration expenses may include, but are not limited to, plan record keeping, regulatory testing, financial reporting, audit, legal and investment advisor fees. A \$9.00 per quarter record keeping fee and a \$2.50 per quarter other expenses fee are charged to your account to cover record keeping and other Plan administration expenses (e.g., keeping track of your accounts and transactions). The Company may at its discretion elect to pay some or all of the Plan administrative expenses.

Plan Transaction Fees. Your account will be charged fees for certain Plan transactions, for example, a \$75 loan processing fee and a \$600 qualified domestic relations order processing fee.

Self-Direct Brokerage Fees. If you enroll in Self-Direct Brokerage, you will be charged an annual record keeping fee of \$80, and additional fees and commissions may apply to your mutual fund investments. To find out what mutual funds are available, you may visit the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or contact a Bank of America Merrill Lynch Retirement Specialist at 1-800-228-4015.

Investment Fund Fees. Your account will be reduced by a number of expenses or fees associated with your investment choices, including fees charged by some or all of the following entities: the Trustee, investment advisors, investment managers, and securities brokers. The amount and allocation of fees and expenses are subject to change at any time. For current information regarding fees and expenses, you may visit the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or contact a Bank of America Merrill Lynch Retirement Specialist at 1-800-228-4015.

Revenue Sharing. From time to time, managers of investment funds may agree to share revenue from management fees with the Plan. Any revenue shared with the Plan will be returned to participant accounts invested in those funds at the end of each month.

## **VESTING**

All the money contributed to the Plan, including your pretax and/or Roth contributions, Company contributions (i.e., Company matching contributions and Company nonelective contributions) and rollover contributions, and the earnings (or losses) on the funds belong to you. In other words, you will always be 100% vested (entitled to the entire value of your account) regardless of your years of service. See Appendix B (Prior Plans) to this Summary Plan Description, however, regarding vesting of amounts transferred from, or made with respect to, prior plans (e.g., Windstream Profit-Sharing Plan contributions are subject to a vesting schedule).

## **PARTICIPANT LOANS**

## **Loan Requirements**

The Plan allows you to receive a loan from your individual account if you are an employee of the Company or a related company. Only one loan at a time is allowed. To obtain a copy of the Windstream 401(k) Loan Policy, visit the Bank of America Merrill

Lynch Benefits OnLine website at <a href="www.benefits.ml.com">www.benefits.ml.com</a> or contact a Bank of America Merrill Lynch Retirement Specialist at 1-800-228-4015.

You generally may borrow up to 50% of the value of your account up to \$50,000. The minimum loan amount is \$1,000. There is a \$50 administrative fee charged to your account at the time your loan request is processed.

All maximums are established by federal guidelines and may change from time to time. In addition, you may not be eligible to borrow the maximum if you have any outstanding loans from the Plan or another plan maintained by the Company or a related company, or if you had an outstanding loan balance in the previous 12 months.

For each loan, you will pay an interest rate comparable to that charged by a commercial lender according to the Loan Policy adopted by the Benefits Committee. Generally, any loan must be repaid within five years, although a longer repayment period may be granted for loans to acquire your principal residence. Loans will be repaid through payroll deductions.

To obtain a loan, access the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or call the Bank of America Merrill Lynch Interactive Voice Response system at 1-800-228-4015. Please allow a minimum of 15 business days after submitting your request for your loan to be processed.

A Plan loan is treated as an investment of your account. By signing, endorsing, depositing or cashing the loan proceeds check you are certifying that you agree to the terms and conditions of the loan and that your account may be charged for unpaid principal and interest if you default on the loan. If a loan is declared to be in default, the entire unpaid balance of the loan and accrued interest is immediately due and payable.

If the balance, including interest, is not paid, then the Trustee will charge your account with the amount of the loan balance and interest at the earliest date that distribution may be made to you without affecting the tax qualification of the Plan.

#### **Loans and Taxes**

You don't have to pay taxes on your loan as long as you make the required payments in accordance with your loan agreement while employed with the Company, including during a leave of absence. However, if your employment terminates and you have an outstanding loan, you will have to repay the entire outstanding balance promptly or the loan will be treated as distributed (offset) and you will receive a Form 1099-R at year-

end generally indicating the outstanding balance of the loan as taxable income in the year of the loan default. You may roll over the amount of the loan offset to an IRA (if you have other monies available to make the rollover).

#### Loans - COVID Relief

Loan Limits. From May 4, 2020 through September 22, 2020, if you were COVID-impacted (as defined by the IRS) and took a loan up to the lesser of \$100,000 or 100% of the value of your account (reduced by your highest outstanding loan balance during the one-year period ending the day before you request a loan), your loan began to be repaid beginning January, 2021.

Loan Suspensions. If you were COVID-impacted (as defined by IRS) and suspended loan payments scheduled between March 27, 2020 and December 31, 2020, your loan was re-amortized over the original period, plus one year, as of January 1, 2021, and payments recommenced in January, 2021.

#### IN-SERVICE WITHDRAWALS

## **Hardship Withdrawals**

You may, while employed with the Company, withdraw your pretax and Roth contributions (but generally not earnings) in your account to alleviate the following financial hardships:

- to purchase your principal residence
- to finance certain expenses for post-secondary education for you, your spouse, or dependents
- to pay for non-reimbursable qualified medical expenses for you, your spouse, or dependents
- to prevent eviction from, or foreclosure on, your principal residence
- to pay funeral expenses for your parents, spouse, children or dependents
- to repair damage to your principal residence if the expense would qualify for a casualty deduction (without regard to whether the loss exceeds 10% of adjusted gross income)

Before applying for an in-service hardship withdrawal, you must have obtained all distributions and nontaxable loans currently available under all retirement plans

maintained by the Company or a related company. To obtain a hardship withdrawal, you must complete a Hardship Withdrawal Request Form. The form can be obtained by accessing the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or by calling the Bank of America Merrill Lynch Interactive Voice Response system at 1-800-228-4015. Please allow a minimum of 15 business days after submitting your request for your hardship withdrawal application to be approved and processed.

All applications are reviewed and must be approved by the Benefits Committee. Documentation of the circumstances necessitating an in-service hardship withdrawal is required.

#### Other Withdrawals

You may, while employed with the Company, withdraw the vested portion of your account on or after attaining age 59½. You may also withdraw rollover contributions at any time (subject to administrative procedures). If you have amounts in your account that were merged into or transferred to the Plan (other than by rollover) from another qualified plan maintained by the Company or a related company, you may be eligible to withdraw a portion of those amounts, including certain amounts contributed prior to January 1, 1995. For further information regarding the portion of your account that may be eligible, contact a Bank of America Merrill Lynch Retirement Specialist at 1-800-228-4015.

#### Withdrawals - COVID Relief

If you were COVID-impacted (as defined by the IRS) and took a withdrawal between January 1, 2020 and December 30, 2020 of up to \$100,000, that withdrawal had special tax treatment (e.g., exempt from 10% early distribution penalty) and can be rolled over to an IRA or qualified plan (including, if you are an employee covered by the Plan, the Plan) during the three-year period beginning after the date the distribution was made. The special tax treatment could also apply to distributions taken between January 1, 2020 and December 30, 2020.

## **DISTRIBUTION OF YOUR ACCOUNT**

## **Timing of Distributions**

Distributions of your account will be made following your severance from employment with the Company and all related companies. Your account balance will be determined as of the most recent valuation date preceding your distribution.

If your account balance exceeds \$5,000, you may elect distribution at any time (subject to administrative procedures) following your severance from employment or defer distribution until no later than the April  $1^{\rm st}$  following the calendar year in which you reach age 72 (age  $70\frac{1}{2}$  if you reach age  $70\frac{1}{2}$  before January 1, 2020) or, if later, severance from employment. Your distribution will be made as soon as practicable after your request is made.

If your account balance is \$5,000 or less, you do not have the option to defer distribution of your account. A distribution will be made to you as soon as practicable if you do not make an election within 90 days of the date of your severance from employment. If your account balance is \$1,000 or less, distribution will be made as a single sum (with, as applicable, mandatory 20% tax withholding) or, if elected by you, rolled over to an IRA or other eligible retirement plan. If your account balance is more than \$1,000, but not more than \$5,000, distribution will be made as elected by you (i.e., as a single sum or rollover to an IRA or other eligible retirement plan) or, if you do not make an election, in a rollover to an IRA designated by the Plan Administrator.

The IRA designated by the Plan Administrator for the mandatory rollovers described above will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. Fees and expenses of the designated IRA will be borne by you. For further information regarding the designated IRA, including the fees and expenses and the name of the IRA provider, contact a Bank of America Merrill Lynch Retirement Specialist at 1-800-228-4015.

The Plan record keeper will provide you with a notice explaining your right to elect distribution from the Plan. If you do not make a distribution election, the Plan will commence distribution to you no later than the April 1 following the close of the calendar year in which you reach age 72 (age 70½ if you reach age 70½ before January 1, 2020) or, if later, severance from employment.

## **Forms of Benefit Payment**

If your account balance is \$5,000 or less, your account will be distributed to you (or your beneficiary, if applicable) in a single sum payment.

If your account balance is greater than \$5,000, you may elect to receive your distribution in a single sum or partial payment at any time (subject to administrative procedures) following your severance from employment but no later than the April 1 following the calendar year you reach age 72 (age 70½ if you reach age 70½ before January 1, 2020) or, if later, severance from employment.

#### **Rollover of Distribution**

The IRS generally allows you (or, if applicable, your surviving spouse or non-spouse beneficiary) to directly roll over your distribution from the Plan to an IRA or another eligible retirement plan that will accept rollovers. In that case, you will not be taxed until you receive the rolled-over funds from the IRA or eligible retirement plan. See "Rollover to Roth IRAs" below for information regarding rollovers to Roth IRAs. Hardship withdrawals and mandatory distributions (generally at age 72 (age 70½ if you reach age 70½ before January 1, 2020)) are not eligible for rollover. See "Federal Income Tax Disclosure" for more information regarding rollovers, taxation, and tax withholding.

#### **Rollover to Roth IRAs**

The IRS allows you to directly rollover distributions from the Plan attributable to your Roth sub-account to a Roth IRA (or designated Roth account in another eligible retirement plan). You will not pay taxes currently on the amount you rollover and you will not have to pay taxes later on payments that are qualified distributions. A qualified distribution from a Roth IRA is a payment made both when you have had a Roth IRA for at least five years (measured from the first day of the tax year in which a contribution was made to the Roth IRA) and you are at least age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to \$10,000).

The IRS also allows you to directly roll over distributions from the Plan attributable to amounts other than your Roth sub-account to a Roth IRA. The amount of such payment rolled over to the Roth IRA (reduced by any after-tax amounts) will be taxed. The 10% additional tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover). If you roll over all or part of your distribution to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover).

#### **Distribution and Rollover Decisions**

It is your responsibility to research, evaluate and determine when to take a distribution from the Plan and whether to roll over that distribution to an IRA or another qualified plan. In making those decisions, there are a number of factors that you may want to consider, including available investments, fees, tax consequences (present and future), and legal and tax differences between IRAs and qualified plans (e.g., creditor's rights may differ, etc.). You are advised to consult your personal tax, legal and/or financial planner regarding distributions from the Plan.

## **BENEFICIARIES**

## **Designation of Beneficiary**

You may designate a beneficiary who will receive the money in your account should you die while a Plan participant. The beneficiary designation form can be obtained by accessing the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or by calling the Bank of America Merrill Lynch Interactive Voice Response system at 1-800-228-4015.

If you are married, your spouse will automatically be your beneficiary, unless he or she consents to waive this right in writing. A notary public or a Plan representative must witness the consent.

If you are not married and you do not designate otherwise, your estate will be deemed the beneficiary.

## **Distribution to Beneficiary**

If you die before distribution of your entire account has been made to you, distribution of your account will be made to your beneficiary in a single sum payment or partial distributions as follows.

- If your beneficiary is your surviving spouse, your entire account must be distributed no later than the end of the first calendar year beginning after your death or the end of the calendar year in which you would have reached age 72 (age  $70\frac{1}{2}$  if you reach age  $70\frac{1}{2}$  before January 1, 2020), whichever is later.
- If your beneficiary is not your surviving spouse, your entire account must be distributed no later than the end of the tenth (fifth for participant deaths before January 1, 2020 and payments to your estate) calendar year beginning after your death.
- If distribution of your account commenced in installment payments prior to January 1, 2002, your beneficiary will continue receiving installment payments for the remainder of the payment period, or your beneficiary may elect a lump sum distribution at any time (subject to administrative procedures).

## **CLAIMS PROCEDURE**

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

must be submitted within one year beginning on: (i) in the case of any separate account balance or transaction information, the date on which such information, as recorded for the separate account by the Plan, was first made available to you, (ii) in the case of any single payment, or series of payments, the date on which the single payment, or the first of the series of payments, was made, or (iii) for all other claims, the date on which the action complained or grieved of occurred.

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 civil action for benefits under the Plan may be brought unless you (i) timely filed a written claim for benefits as described above, (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 one year of the notice of adverse benefit determination on review. Any proceeding arising out of or relating to the Plan must be adjudicated in

the federal courts for the Eastern District of Arkansas or the courts of the State of Arkansas located in the district embraced by the federal courts for the Eastern District of Arkansas.

Claims Procedure – COVID Relief. The date by which you may file a claim or an appeal of an adverse benefit determination under the Plan's claims procedure was extended until the earlier of (a) one year from the date you were first eligible for relief (i.e., the date of the normal claims procedure deadline) or (b) 60 days after the announced end of the National Emergency Concerning the Novel Coronavirus Disease (COVID-19).

## OTHER IMPORTANT INFORMATION

## **Uniformed (Military) Service**

Under the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), you are entitled to a military leave of absence, with reinstatement rights. Upon reinstatement, you will be allowed to make up any contribution amounts that you may have been entitled to make, but did not make, during a military leave of absence, subject to IRS and Plan contribution limits and timing restrictions (make-up contributions are to be made within three times the length of your covered military service (not to exceed five years)).

If you die while performing qualified military service, survivor benefits will include any additional benefits (other than benefit accruals) that would have been provided under the Plan had you returned to employment (immediately prior to your death) and then terminated employment on account of death.

#### **Nonalienation of Benefits**

Your account under the Plan is generally not subject to the claims of creditors. In addition, your account balance may not be assigned, sold, or used to secure a loan other than a Plan loan. However, the Plan Administrator may be required by law to recognize obligations you incur as a result of a state court domestic relations order (see Qualified Domestic Relations Order below) and to permit assignment in certain other situations (e.g., wrongdoing involving the Plan, offsets for overpayments, and Federal tax levies).

## **Qualified Domestic Relations Orders**

The division of marital property generally is governed by state domestic relations law; however, any assignments of your benefit in the Plan must also comply with ERISA and the Internal Revenue Code.

The Plan Administrator must honor a "qualified domestic relations order," which is a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child, or other dependent that meets specific legal requirements. The Plan Administrator will determine the qualified status of any domestic relations order received.

An order may provide for payment to an alternate payee as soon as practicable after the issuance of the qualified domestic relations order (QDRO) and receipt and approval of the order as qualified by the Plan Administrator. Distribution under these circumstances may occur whether or not the participant is eligible to receive a distribution from the Plan.

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 <a href="https://www.benefits.ml.com">www.benefits.ml.com</a> in the Document Library.

Your account will be charged a \$600 qualified domestic relations order processing fee.

## **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 the Company. Nothing in this Summary Plan Description should be interpreted as a limitation on your right or the Company's right to terminate your employment at any time (subject to any applicable collective bargaining agreement provisions).

## No Guarantees Regarding Investment Performance

Neither the Company, the Plan Administrator, the Trustee, the Investment Committee, nor anyone else guarantees any particular investment gain or appreciation on your plan account or guarantees your plan account against investment losses or depreciation.

#### **Exclusive Benefit**

The Company makes contributions to the Plan for the benefit of participants and their beneficiaries, and all assets of the Plan are held for the exclusive benefit of participants and their beneficiaries. A contribution, however, may be returned to the Company in accordance with federal law if the Company makes a contribution to the Plan on your behalf by mistake or if the Company cannot deduct a contribution made to the Plan on its tax return.

## **Employment with Successor Company**

Even though the Plan generally provides for distribution after severance from employment with the Company (and all related companies), under certain circumstances (e.g., a sale of the business in which you work), you may not be eligible for a distribution until your employment terminates with the successor company and any companies related to it.

#### No PBGC Insurance

Because the Plan assets are held in individual accounts and are never less than the total benefits payable to participants, no insurance of benefits by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") is necessary or available. The Plan is subject, however, to the applicable provisions of Title I of ERISA (protection of employee benefit rights) and Title II of ERISA (amendments to the Internal Revenue Code relating to retirement plans).

#### **LESS THAN YOU EXPECTED – FORFEITURES ETC.**

You may receive less than you expected from the Plan in the following circumstances that may lead to a reduction, change, termination, forfeiture, or suspension of benefits:

- a delay in filing a proper application on a timely basis. You generally should request a distribution or withdrawal at least 30 days in advance of the distribution date.
- amendment or termination of the Plan.
- termination of employment before becoming fully vested in your account.
- your benefit is the value of your Plan account and you assume the risk of investment losses.
- your Plan account is subject to a variety of fees, including Plan administration,
   Plan transaction and investment fund fees.
- timing and manner (e.g., rollover) of withdrawals or distribution of your Plan account including failing to defer receipt of your Plan account until normal retirement age.

- calculation errors discovered by subsequent audit.
- assignment or attachment of your benefits by others in certain circumstances (e.g., wrongdoing involving the Plan, offsets for overpayments, and certain domestic relations orders).
- reaching the Internal Revenue Code limit on the annual contribution that can be made to the Plan and other tax-qualified plans maintained by the Company or the limit on annual pretax and Roth contributions (\$19,500 for 2021; \$26,000 if Catch-up contribution eligible in 2021).
- if you exceed the Internal Revenue Code annual pretax and Roth contribution limit based on contributions to all plans in which you participate, you have until March 1 of the year following the year in which the excess is contributed to request in writing to the Plan Administrator to have the excess returned to you.
- reaching the Internal Revenue Code limit on the amount of compensation that may be considered under the Plan (\$290,000 for 2021).
- if you are a highly compensated employee, your contributions may be limited to satisfy IRS nondiscrimination rules.
- failure to keep the Plan Administrator advised of your current address so that you may receive Plan information in a timely manner.
- if you cannot be located so as to receive your benefit, your benefit will be forfeited (subject to restoration if you file a claim for the benefit).
- you do not make and/or appeal claims or file a civil action in accordance with the Plan's strict time limits.
- benefits under the Plan are paid only if the Plan Administrator (or its delegate) decides in its discretion that the applicant is entitled to benefits under the Plan.
- any reduction, change, termination, forfeiture, or suspension of benefits that is necessary to maintain the tax-qualified status of the Plan.
- failure to provide a legal power of attorney to the Plan Administrator when adopted (for a determination whether the Plan will honor the power of attorney).
- failure to adhere to online security (cybersecurity) best practices. See the Department of Labor's Online Security Tips in Appendix D to this summary plan description.

- you may be required to be employed on a certain date (e.g., last day of the plan year) to receive Company nonelective contributions based on the provisions of your bargaining agreement as outlined in Appendix C.
- the tax laws governing the Plan change.

## AMENDMENT AND TERMINATION OF THE PLAN

Windstream, the Plan Sponsor, intends to continue the Plan indefinitely but reserves the right, at its sole discretion, to amend or terminate the Plan at any time, by action of, or pursuant to authority of, the Board of Directors. Amendments are made in writing.

If the Plan is terminated, all assets of the Plan remaining after payment of Plan expenses belong to the participants in the Plan. Generally, Plan assets cannot revert to the Company.

If the Plan should terminate, all benefits due to the participants would be paid from the trust fund in accordance with federal law.

## **GENERAL INFORMATION**

## STATEMENT OF ERISA RIGHTS

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all plan participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The Plan Administrator may make a reasonable charge for the copies.

• Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

## **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other participants and beneficiaries.

No one, including your employer, or any other person, may fire you or otherwise discriminate against you because of 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 Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file a suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that the Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay court costs and legal fees. If you lose, the court may order you to pay these costs and fees (e.g., 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.

#### FEDERAL INCOME TAX DISCLOSURE

The discussion of federal income tax consequences that follows is included for general information only and reflects the provisions of the Internal Revenue Code as in effect as of July 1, 2021 (the "Code"). The discussion does not describe all relevant tax matters (such as state and local income and inheritance taxes and federal estate and gift taxes) that should be considered in connection with participation in the Plan and does not completely describe all provisions associated with the tax matters discussed. Accordingly, you are advised to consult a personal tax adviser for tax planning relevant to the Plan and are further advised not to rely exclusively on the discussion that follows.

The Plan is intended to qualify as a plan described in Sections 401(a) and 401(k) of the Code and the Trust is intended to be exempt from taxation under Section 501(a) of the Code. On this basis, Windstream believes that the operation of the Plan should result in the following treatment for federal income tax purposes.

#### **Contributions**

Pretax contributions, pretax Catch-up contributions, Company contributions (i.e., Company matching contributions and Company nonelective contributions) and rollover contributions made to the Plan, and any earnings or appreciation thereon, are not subject to federal income taxation until they are paid by the Plan to you. Pretax contributions and pretax Catch-up contributions are subject to Social Security (FICA) withholding. In addition, some states, cities, and counties may impose taxes on pretax contributions and pretax Catch-up contributions. The amounts you contribute to the Plan as Roth contributions or Roth Catch-up contributions are made on an after-tax basis.

Certain individuals may be eligible for a tax credit for the amount of pretax and Roth contributions and pretax and Roth Catch-up contributions made to the Plan that do not exceed \$2,000 (for 2021) or \$4,000 (for 2021 if married filing jointly).

#### **Distributions**

Distributions of Roth contributions and Roth Catch-up contributions and any associated investment earnings are tax-free if the distribution is both made on or after the fifth

anniversary of the first day of the tax year of your first Roth contribution to the Plan and you are at least  $59\frac{1}{2}$  years of age.

Distributions from all accounts other than your Roth sub-account generally will be subject to federal income taxation in the year they are paid to you or your beneficiary. You may be required to pay a 10% additional tax on taxable Plan distributions made before you attain age 59%; unless the distribution is

- rolled over into an eligible retirement plan (e.g., another qualified retirement plan or an IRA),
- made after separation from service if you will be at least age 55 in the year of the separation,
- made on account of your death or termination due to disability,
- made while employed after reaching age 59½,
- made for payments up to the amount of your deductible medical expenses,
- a qualified birth or adoption distribution,
- made to an alternate payee under a qualified domestic relations order, or
- paid in equal installments over your life or life expectancy or the lives or life expectancies of you and your beneficiary.

If you directly roll over all or any portion of a taxable distribution to an eligible retirement plan (e.g., an IRA or another qualified retirement plan), you may avoid the 10% additional tax and defer taxation of the amounts rolled over until such amounts are distributed from the eligible retirement plan. (See "Income Tax Withholding" below).

Note that these tax rules apply to in-service withdrawals as well as distributions upon termination of employment.

Distributions of after-tax contributions (excluding any earnings) are generally not subject to federal income tax, because such contributions were made from your Plan compensation on an after-tax basis.

See "Rollovers to Roth IRAs" above for information regarding Federal income tax consequences for rollovers to Roth IRAs.

## Born on or Before January 1, 1936

If you were born on or before January 1, 1936, and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

## **Special Rules for Distributions of After-Tax Contributions**

After-tax contributions that are distributed are not taxed. If you take a partial distribution of your benefit, an allocable portion of your after-tax contributions is generally included in the distribution. If you have pre-1987 after-tax contributions maintained in a separate account, a special rule may apply to determine whether after-tax contributions are included in the distribution and, if so, the amount thereof.

## **Income Tax Withholding**

The Plan's trustee is required to withhold 20% of any "eligible rollover distribution" paid to you unless you elect to have the trustee make a direct rollover of your distribution to an eligible retirement plan (e.g., another qualified retirement plan, IRA or Roth IRA). A distribution that is not an eligible rollover distribution is not subject to the mandatory 20% withholding and may not be rolled over.

Any payment from the Plan is an eligible rollover distribution except the following:

- a distribution paid over your life or life expectancy or the joint lives or the life expectancies of you and your beneficiary.
- a distribution paid over a specified period of 10 years or more.
- a required minimum distribution required beginning April 1 following the attainment of age 72 (age 70½ if you reach age 70½ before January 1, 2020) or if later, severance from employment.
- a hardship distribution.

All non-eligible rollover distributions from the Plan are subject to federal income tax withholding unless you elect otherwise. Voluntary withholding is available for amounts rolled over to a Roth IRA (since pretax amounts rolled over to a Roth IRA are taxable).

## **Company Taxation**

Windstream will be allowed a tax deduction for Company contributions (i.e., Company matching contributions and Company nonelective contributions), pretax contributions and Catch-up contributions made to the Plan to the extent the contributions satisfy the requirements of the Code.

## **PLAN DATA**

Name of Plan: Windstream 401(k) Plan

### Plan Sponsor and Primary Agent for Service of Legal Process:

Windstream Services, LLC 4001 Rodney Parham Rd. Mailstop 1170 – B1F02 - 93 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.

Service of legal process may also be made upon the Plan Trustee or Plan Administrator.

#### **Trustee:**

Bank of America, N.A. 1400 Merrill Lynch Drive 04-BSPRO Pennington, NJ 08534

#### Plan Information may be obtained by writing to:

Windstream Benefits Committee Windstream Services, LLC 4001 N. Rodney Parham Rd. Mailstop 1170 – B1F02 - 93 Little Rock, AR 72212

#### **Plan Administrator:**

Windstream Benefits Committee Windstream Services, LLC 4001 N. Rodney Parham Rd. Mailstop 1170 – B1F02 - 93 Little Rock, AR 72212

Telephone: (501) 748-7000

**Employer Identification Number:** 85-2049794 (effective January 1, 2021)

**Plan Identification Number: 009** 

**Type of Plan:** The Plan is a qualified plan under Section 401(a) of the Internal Revenue Code, as a profit-sharing plan with a cash or deferred arrangement under Section 401(k) of the Internal Revenue Code. The Plan is a defined contribution plan for purposes of ERISA. The Plan generally provides for participant direction of investments

and, where participant direction of investments is provided, the Plan is intended to constitute an ERISA section 404(c) plan for purposes of ERISA.

**Type of Administration:** Administrative Services Agreement with the Retirement Group at Bank of America Merrill Lynch

Funding Medium: Windstream 401(k) Plan Trust

**PBGC Insurance:** This Plan is not covered by the Pension Benefit Guaranty Corporation since it is a defined contribution plan as defined by the Internal Revenue Code and pertinent regulations.

Sources of Contributions of the Plan: Employer and Employees

Plan Year: January 1 - December 31 Normal Retirement Age: age 65

## **APPENDIX A**

## Description of Investments (As of July 1, 2021)

#### American Funds EuroPacific Growth Fund (Class R6)

Ticker Symbol: RERGX

The investment seeks long-term growth of capital. The fund invests primarily in common stocks of issuers in Europe and the Pacific Basin that the investment adviser believes have the potential for growth. Growth stocks are stocks that the investment adviser believes have the potential for above-average capital appreciation. It normally invests at least 80% of its net assets in securities of issuers in Europe and the Pacific Basin. The fund may invest a portion of its assets in common stocks and other securities of companies in emerging markets.

## **BlackRock Extended Equity Market Fund (Class K)**

This is an index fund that seeks to match the performance of the Dow Jones U.S. Completion Total Stock Market Index by investing in a diversified sample of the stocks that make up the Index. The Dow Jones U.S. Completion Total Stock Market Index is comprised of the stocks of all small and medium US companies with readily available price data that are not included in the S&P 500® Index. Investing in a broad-capitalization portfolio is an efficient way to participate in the earnings and growth potential of small and medium-sized US companies. Because of their growth potential, these companies can offer higher returns than investing in more established companies. However, with this growth potential comes a higher risk level.

#### **Dodge & Cox Stock Fund**

Ticker Symbol: DODGX

This investment seeks long-term growth of principal and income; a secondary objective is to achieve a reasonable current income. The fund invests primarily in a diversified portfolio of equity securities. It will invest at least 80% of its total assets in equity securities, including common stocks, preferred stocks, securities convertible into common stocks, and securities that carry the right to buy common stocks. The fund may invest up to 20% of its total assets in U.S. dollar-denominated securities of non-U.S. issuers traded in the United States that are not in the S&P 500.

#### FIAM Small Mid Cap Core Commingled Pool

The FIAM Small/Mid Cap Core strategy seeks to provide 4.0% annualized excess return relative to the Russell 2500 over a full market cycle. The portfolio is constructed to ensure that active return is primarily generated through stock selection.

## State Street Global Ac Eq Ex US Index Class K

The State Street Global All Cap Equity ex-U.S. Index Fund (the "Fund") seeks an investment return that approximates as closely as practicable, before expenses, the performance of the MSCI ACWI ex- USA IMI Index (the "Index") over the long term.

## T. Rowe Price Blue Chip Growth Fund (I)

Ticker Symbol: TBCIX

The investment seeks long-term capital growth; income is a secondary objective. The fund will normally invest at last 80% of its net assets (including any borrowings for investment purposes) in the common stocks of large and medium-sized blue chip growth companies. It focuses on companies with leading market positions, seasoned management, and strong financial fundamentals. The fund is non-diversified.

## **Vanguard Institutional Index Institutional Plus Shares Fund**

Ticker Symbol: VIIIX

The investment seeks to track the performance of a benchmark index that measures the investment return of large-capitalization stocks. The fund employs an indexing investment approach designed to track the performance of the Standard & Poor's 500 Index, a widely recognized benchmark of U.S. stock market performance that is dominated by the stocks of large U.S. companies. It attempts to replicate the target index by investing all, or substantially all, of its assets in the stocks that make up the index, holding each stock in approximately the same proportion as its weighting in the index.

## BlackRock Core Bond Portfolio (Class I)

Ticker Symbol: BFMCX

The investment seeks to maximize total return, consistent with income generation and prudent investment management. The fund normally invests at least 80% of its assets in bonds and maintains an average portfolio duration that is within  $\pm 20\%$  of the duration of the benchmark. The management selects bonds from several sectors including: U.S. treasuries and agency securities, commercial and residential mortgage-backed securities, CMOs, asset-backed securities and corporate bonds. The fund may invest up to 25% of its assets in assets of foreign issuers, of which 10% (as a percentage of the fund's assets) may be invested in emerging markets issuers.

#### Fidelity US Bond Index

Ticker Symbol: FXNAX

The investment seeks to provide investment results that correspond to the aggregate price and interest performance of the debt securities in the Bloomberg Barclays U.S. Aggregate Bond Index. The fund normally invests at least 80% of the fund's assets in bonds included in the Bloomberg Barclays U.S. Aggregate Bond Index. Its manager uses statistical sampling techniques based on duration, maturity, interest rate sensitivity, security structure, and credit quality to attempt to replicate the returns of

the Bloomberg Barclays U.S. Aggregate Bond Index using a smaller number of securities. The fund invests in Fidelity's central funds.

#### **PIMCO Income Fund Institutional Class**

Ticker Symbol: PIMIX

The investment seeks to maximize current income; long-term capital appreciation is a secondary objective. The fund invests at least 65% of its total assets in a multi-sector portfolio of Fixed Income Instruments of varying maturities, which may be represented by forwards or derivatives such as options, futures contracts or swap agreements. It may invest up to 50% of its total assets in high yield securities rated below investment grade by Moody's, S&P or Fitch, or if unrated, as determined by PIMCO.

#### PIMCO All Asset Fund Class I

Ticker Symbol: PAAIX

The investment seeks maximum real return, consistent with preservation of real capital and prudent investment management. The fund is a "fund of funds," which is a term used to describe mutual funds that pursue their investment objective by investing in other funds. It seeks to achieve its investment objective by investing substantially all of its assets in the least expensive class of shares of any actively managed or smart beta funds (including mutual funds or exchange-traded funds) of the Trust, or PIMCO ETF Trust or PIMCO Equity Series, each an affiliated open-end investment company, except other funds of funds.

## **Vanguard Target Retirement Date Trusts**

Each Vanguard Target Retirement Date Trust is designed to provide an investment portfolio for investors who would rather use asset allocations developed by Vanguard than try to build their own retirement investment portfolios. The Trusts are constructed based on Vanguard's investment experience that, over the long term, stocks generally provide greater growth opportunities and greater risk than bonds, and bonds generally provide more income and lower volatility than stocks. The year in the Trust name refers to the approximate year (the target date) when an investor in the Trust would attain the age of 65. The year-specific Target Retirement Date Trusts strive to produce more income and lower volatility as the target year approaches.

Once you determine your expected retirement year, you can consider choosing a Target Retirement Date Trust close to that date. As the target year approaches, the Trusts' asset allocations begin to shift their emphasis away from stocks and towards bond investments to help provide more income and help reduce volatility. The Target Retirement Income Trust is intended for investors currently in retirement, and its asset allocation is expected to remain stable over time.

The Vanguard Target Retirement Date Trusts are designed to provide you with a single fund whose asset allocation changes over time and becomes more conservative

as you approach retirement, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

The Vanguard Target Retirement Date Trusts' investments seek to provide capital appreciation and current income consistent with its current asset allocation. At any given time, the trusts' asset allocation may be affected by a variety of factors, such as whether the underlying funds are accepting additional investments. The trusts' indirect stock holdings are a diversified mix of U.S. and foreign large-, mid-, and small-capitalization stocks.

#### **Invesco Stable Value Retirement Fund Class 1**

The fund invests in actively managed fixed income commingled funds, using a multimanager approach, as well as GIC's and insurance separate accounts. The Fund enters into synthetic wrap contracts issued by banks and insurance companies which are linked to the Fund's fixed income investments allowing for unit transactions at book value by amortizing gains and losses over time through adjustments to the crediting rate.

#### **Footnotes**

<sup>1</sup>Non-investment grade debt securities, commonly referred to as high yield or junk bonds, may be subject to greater market fluctuations and risk of loss of income and principal than securities in higher rating categories.

<sup>2</sup>Investment in foreign securities involves special risks, including foreign currency risk and the possibility of substantial volatility due to adverse political, economic or other developments. These risks are magnified for investments made in emerging markets.

#### PersonalManager

PersonalManager is a managed account offered through Advice Access. PersonalManager uses a computer model and portfolios constructed by an independent financial expert, plus participant data, to create and manage a personalized account for each participant. The independent financial expert constructs these portfolios from the menu of investment alternatives made available in the Plan. PersonalManager is an investment management service with respect to which a fiduciary, applying generally accepted investment theories, allocates the assets of a participant's individual account seeking to achieve varying degrees of long-term appreciation and capital preservation through a mix of equity and fixed income exposures, offered through investment alternatives made available in the Plan, based on the Participant's age, target retirement date (such as normal retirement age under the Plan), life expectancy and personal data (i.e., savings rate and salary). Such portfolios are diversified so as to minimize the risk of large losses and change their asset allocations and associated risk levels for an individual account over time with the objective of becoming more conservative (i.e., decreasing risk of losses) with increasing age. In the event that a participant does not provide necessary data (such as salary and savings rate after employment terminates), PersonalManager will retain the participant's current portfolio allocation for one year and then age alone will be used by PersonalManager to manage the participant's account.

PersonalManager will allocate the participant's Accounts among investment alternatives made available in the Plan. As such, the specific fees and expenses incurred by the participant defaulted into PersonalManager will be based on the underlying investments. For instance, PersonalManager may allocate to various mutual funds, which may have differing investment management fees (referred to as an "expense ratio"). The portion of each investment that makes up part of a participant's portfolio managed by PersonalManager and the expense ratio for each investment may periodically change. However, the current expense ratios for the mutual funds a participant may be invested in through PersonalManager can be found online at www.benefits.ml.com, by referring to your quarterly statements or by checking the individual prospectuses delivered to you.

## **Qualified Default Investment Alternative**

The Vanguard Target Retirement Date Trust that is closest to your retirement date (assuming retirement at age 65) is the default investment fund under the Plan and is intended to be a qualified default investment alternative (QDIA). The PersonalManager is also a QDIA for amounts that were defaulted into the PersonalManager on or before April 2, 2013. Since you are able to choose how your Accounts are invested including whether your Accounts are invested in the Vanguard Target Retirement Date Trust, the Plan's fiduciaries may be relieved of liability for any losses that are the direct and necessary result of the investment decisions (including any default investment decision) you make.

Circumstances under which your Accounts may be invested in the Vanguard Target Retirement Date Trust (*i.e.*, the Plan's qualified default investment alternative) include the following:

- 1. <u>Existing Balances</u>. You may have affirmatively elected or elected by default to have all or a portion of your Accounts currently invested in the qualified default investment alternative.
- 2. <u>Affirmative Investment Election</u>. You may have your future contributions or Accounts invested in the qualified default investment alternative in accordance with your affirmative investment election.

3. <u>Default Investment Election</u>. In the unlikely event a contribution or investment is made on your behalf, but you have not made an investment election, the amount will be invested in the qualified default investment alternative. (The Plan is designed to give you the right to direct the investment of your contributions and Accounts; so, it is unlikely that a default election will occur.)

You can transfer amounts invested in the qualified default investment alternative to other investment options under the Plan, without penalty, at any time (subject to administrative procedures).

## **Self-Direct Brokerage**

Self-Direct Brokerage is a separate brokerage account within the Plan that offers you the flexibility to invest in retail mutual funds separate from the investment options included in the Plan's core investment menu. This service is for participants interested in creating and managing their own investment strategy, providing the flexibility and control that comes with independent investing. If you choose to invest through Self-Direct Brokerage, it is your responsibility to research, evaluate and select your investments as well as monitor their performance. If you enroll in Self-Direct Brokerage, you will be charged an annual record keeping fee of \$80, and additional fees and commissions may apply to your mutual fund investments. To find out what mutual funds are available, you may visit the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or contact a Bank of America Merrill Lynch Retirement Specialist at 1-800-228-4015.

#### More Information About the Core Investment Funds

Fidelity, BlackRock, State Street, Vanguard, American Funds, PIMCO, Dodge & Cox, FIAM, T. Rowe Price, and Invesco may assess their funds fees for certain expenses relating to portfolio management, shareholder statements, tax reporting, and other services. Additional information regarding fees can be found in the individual prospectus for the fund.

With respect to all investment funds, the Plan is intended to constitute a plan described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2250.404c-1 where you have the right to direct the investment of your account. See "ERISA Section 404(c)" above for a discussion of Section 404(c) of ERISA.

New investment funds may be added, and existing investment funds may be changed or deleted from time to time. The Plan Administrator will update the description of the available investment funds to reflect any changes.

## Fund Performance History - Annual Rates of Return

You may obtain information on the rates or return with respect to the Funds by accessing the Bank of America Merrill Lynch Benefits OnLine website at www.benefits.ml.com or call Bank of America Merrill Lynch Interactive Voice Response system at 1-800-228-4015. The rates of return are also included as part of your quarterly statement. Please note the following:

- 1. The performance data that is provided for a fund represents past performance, which does not guarantee future results. Investment return and principal value will fluctuate so that shares, when redeemed, may be worth more or less than their original cost.
- 2. Current performance may be lower or higher than the performance data that is provided for a fund.

For more complete information on the investment options, including their management fees and other charges and expenses, please consult the individual prospectuses and other comparable documents. Investors should carefully consider the investment objectives, risks, charges and expenses before investing. This, and additional information about the investment options, can be found in the individual prospectuses, which can be obtained by calling Bank of America Merrill Lynch at 1-800-228-4015. Please read the documents carefully before investing.

## **APPENDIX B**

#### **Prior Plans**

If you have amounts in the Plan from a plan that merged into the Plan or from a plan from which your account was transferred to the Plan (other than by rollover), a separate account will be established and maintained on your behalf. The prior plan account reflects the amounts credited to you from the prior plan, and you may invest the prior plan account in the Plan investment funds of your choice.

Once a prior plan is merged into the Plan or an account is transferred to the Plan (other than by rollover), the amounts from the prior plan become subject to the rules and regulations of the Plan document. Certain rights, benefits, and features may differ for your prior plan account. This Appendix B generally describes those differences for the following prior plans.

## A. Windstream Profit-Sharing Plan

If you were a participant in the Windstream Profit-Sharing Plan (the "Profit-Sharing Plan") and your benefit under the Profit-Sharing Plan was merged into the Plan, the following applies to your prior plan account attributable to the Profit-Sharing Plan ("Profit-Sharing account").

**Loans**: Loans are not available from your Profit-Sharing account. The portion of your Profit-Sharing account, however, is included in determining the maximum loan you may take from the Plan. See "Loans" above for more information on the maximum loan amount available from the Plan.

**Vesting**: The portion of your Profit-Sharing account that is attributable to Company contributions becomes 100% vested upon the first to occur of the following:

- completion of five or more Years of Vesting Service
- attainment of age 65 while employed by the Company
- death while employed by the Company
- total and permanent disability while employed by the Company
- termination of the Plan

Years of Vesting Service are credited for service with the Company and related entities. Your Years of Vesting Service includes your Years of Vesting Service under the Profit-Sharing Plan (but with no duplication of service for any one period of employment). Years of Vesting Service may in certain cases be provided for service with a divested entity.

One Year of Vesting Service generally is credited for each calendar year in which you work at least 1,000 hours, including your time at work, vacations, holidays, paid sick days, jury duty, military duty, and approved leaves of absence.

**Forfeitures**: If you terminate employment before you are 100% vested in your Profit-Sharing account, you will forfeit the non-vested portion at the end of the Plan Year in which the earliest of the following occurs:

- your termination of employment if you do not have any vested interest under the Plan
- you receive a distribution of your vested interest under the Plan (if the distribution is made prior to the end of the second Plan Year following your termination of employment)
- you incur five consecutive Breaks in Service

A Break in Service occurs when you do not complete more than 500 hours of service in a calendar year. For purposes of determining whether a Break in Service occurs, hours are credited for certain maternity or paternity leaves of absence.

If you return to employment with the Company prior to incurring five consecutive Breaks in Service, the amount previously forfeited will be restored as of the last day of the Plan Year in which you return to employment. You will also be recredited with your Years of Vesting Service earned prior to your termination of employment after completing a Year of Vesting Service following your reemployment.

**Beneficiary Designation:** If you did not have a beneficiary designation in effect on March 1, 2007 under the Plan, your beneficiary designation under the Profit-Sharing Plan on March 1, 2007 is deemed to be your beneficiary designation under the Plan. See "Beneficiary" above for changing your beneficiary.

## B. Valor Telecommunications Southwest, LLC Savings Plan

**Distributions and Withdrawals**: If you were a participant in the Valor Telecommunications Southwest, LLC Savings Plan (the "Valor Plan") and your benefit under the Valor Plan was merged into the Plan as of March 1, 2007, the following forms of payment are available under the Plan for your prior plan account attributable to the Valor Plan ("Valor account").

- A single sum payment of your Valor account after termination of employment.
- While you are employed by the Company, withdrawal of your Valor account upon attainment of age 59½.
- While you are employed by the Company, withdrawal of your Valor account attributable to employee after tax contributions at any time (subject to administrative procedures).
- While you are employed by the Company, withdrawal of your Valor account attributable to rollover contributions at any time (subject to administrative procedures).
- While you are employed by the Company, withdrawal of your Valor account attributable to employer contributions maintained in the plan for at least 24 months.

**Vesting:** The account balances in the Valor account of participants who were active employees on March 1, 2007 are 100% vested. The non-vested portion of the accounts for employees terminated prior to March 1, 2007 were forfeited prior to the merger of the Valor Plan into the Plan, subject to restoration upon rehire only in accordance with IRS rules. The remaining account balance that was transferred to the Plan from the Valor Plan for employees who terminated prior to March 1, 2007, is 100% vested.

## C. The Concord Telephone Company Employees' Savings Plus Plan

**Distributions and Withdrawals:** If you were a participant in The Concord Telephone Company Employees' Savings Plus Plan (the "CTC Plan") and your benefit under the CTC Plan was merged into the Plan as of December 28, 2007, the following forms of payment are available under the Plan for your prior plan account attributable to the CTC Plan ("CTC account").

- A single sum payment of your CTC account after termination of employment.
- Periodic payments, but only for participants (or beneficiaries) who have commenced periodic payments prior to January 1, 2002.
- While you are employed by the Company, withdrawal of your CTC account attributable to matching contributions and supplemental matching contributions at any time (subject to administrative procedures).

**Vesting:** The account balances in the CTC account of participants who were active employees on August 31, 2007 are 100% vested. The non-vested portion of the accounts for employees terminated prior to August 31, 2007 were forfeited prior to the merger of the CTC Plan into the Plan, subject to restoration upon rehire only in accordance with IRS rules. The remaining account balance that was transferred to the Plan from the CTC Plan for employees who terminated prior to August 31, 2007, is 100% vested.

#### D. Lexcom 401(k) Plan

**Distributions and Withdrawals:** If you were a participant in the Lexcom 401(k) Plan (the "Lexcom Plan") and your benefit under the Lexcom Plan was merged into the Plan as of March 15, 2010, the following forms of payment are available under the Plan for your prior plan account attributable to the Lexcom 401(k) Plan ("Lexcom account").

- A single sum payment of your Lexcom account after termination of employment.
- Minimum required distribution installments, but only for participants (or beneficiaries) who have commenced installment payments prior to March 15, 2010.
- While you are employed by the Company, hardship withdrawals of your Lexcom account attributable to elective deferrals (excluding any earnings on the elective deferrals credited after December 31, 1988).

- While you are employed by the Company, withdrawal of your Lexcom account attributable to rollover contributions at any time (subject to administrative procedures).
- While you are employed by the Company, withdrawal of your Lexcom account attributable to elective deferrals, employer matching contributions and employer non-elective contributions upon disability.
- While you are employed by the Company, withdrawal of your Lexcom account attributable to elective deferrals, employer matching contributions and employer non-elective contributions upon attainment of age 59½.

**Vesting:** The account balances in the Lexcom account of participants who were active employees on March 15, 2010 are 100% vested. The non-vested portion of the accounts for employees terminated prior to March 15, 2010 were forfeited prior to the merger of the Lexcom Plan into the Plan, subject to restoration upon rehire only in accordance with IRS rules. The remaining account balance that was transferred to the Plan from the Lexcom Plan for employees who terminated prior to March 15, 2010, is 100% vested.

## E. D&E Communications, Inc. Employees' 401(k) Savings Plan

**Distributions and Withdrawals:** If you were a participant in the D&E Communications, Inc. Employees' 401(k) Savings Plan (the "D&E Plan") and your benefit under the D&E Plan was merged into the Plan as of April 1, 2010, the following forms of payment are available under the Plan for your prior plan account attributable to the D&E Plan ("D&E account").

- A single sum payment of your D&E account after termination of employment.
- Installment payments, but only for participants (or beneficiaries) who have commenced installment payments prior to June 27, 2003.
- Certain forms of annuity payments but only for participants (or beneficiaries) who have commenced the annuity payments prior to June 27, 2003.
- While you are employed by the Company, withdrawal of your D&E account upon attainment of age 59½.
- While you are employed by the Company, withdrawal of your D&E account attributable to frozen employee after tax contributions at any time (subject to administrative procedures).
- While you are employed by the Company, withdrawal of your D&E account attributable to rollover contributions at any time (subject to administrative procedures).
- While you are employed by the Company, hardship withdrawal of your D&E account attributable to deferral contributions (excluding any earnings on deferral contributions accrued after the later of December 31, 1988 or the last day of the last Plan Year ending before July 1, 1989).

• While you are employed by the Company, withdrawal of your D&E account attributable to employer matching contributions under the prior Telebeam, Inc. 401(k) Plan maintained in the Plan for at least 24 months.

**Vesting:** The account balances in the D&E account of participants who were active employees on April 1, 2010 are 100% vested. The non-vested portion of the accounts for employees terminated prior to April 1, 2010 were forfeited prior to the merger of the D&E Plan into the Plan on April 1, 2010, subject to restoration upon rehire only in accordance with IRS rules. The remaining account balance that was transferred to the Plan from the D&E Plan for employees who terminated prior to April 1, 2010, is 100% vested.

# F. The Conestoga Telephone & Telegraph Local 1671 Tax Deferred Retirement Plan

**Distributions and Withdrawals:** If you were a participant in The Conestoga Telephone & Telegraph Local 1671 Tax Deferred Retirement Plan (the "Conestoga Plan") and your benefit under the Conestoga Plan was merged into the Plan as of April 1, 2010, the following forms of payment are available under the Plan for your prior plan account attributable to the Conestoga Plan ("Conestoga account").

- A single sum payment of your Conestoga account after termination of employment.
- Periodic payments, but only for participants (or beneficiaries) who have commenced periodic payments prior to March 8, 2010.
- Annuities but only for participants (or beneficiaries) who have commenced annuity payments prior to March 8, 2010.
- While you are employed by the Company, withdrawal of your Conestoga account upon attainment of age 59½.
- While you are employed by the Company, withdrawal of your Conestoga account attributable to employer match contributions at any time (subject to administrative procedures).
- While you are employed by the Company, withdrawal of your Conestoga account attributable to rollover contributions at any time (subject to administrative procedures).
- While you are employed by the Company, hardship withdrawal of your Conestoga account attributable to deferral contributions (excluding any earnings on deferral contributions accrued after the later of December 31, 1988 or the last day of the last Plan Year ending before July 1, 1989).

**Vesting:** The account balances in the Conestoga account of participants who were active employees on April 1, 2010 are 100% vested. The non-vested portion of the accounts for employees terminated prior to April 1, 2010 were forfeited prior to the April 1, 2001, subject to restoration upon rehire only in accordance with IRS rules. The

remaining account balance that was transferred to the Plan from the Conestoga Plan for employees who terminated prior to April 1, 2010 is 100% vested.

## G. NuVox Communications, Inc. Profit Sharing 401(k) Plan

**Distributions and Withdrawals:** If you were a participant in the NuVox Communications, Inc. Profit Sharing 401(k) Plan (the "NuVox Plan") and your benefit under the NuVox Plan was merged into the Plan as of July 7, 2010, the following forms of payment are available under the Plan for your prior plan account attributable to the NuVox Plan ("NuVox account").

- A single sum payment of your NuVox account after termination of employment.
- Installments, but only for participants (or beneficiaries) who have commenced installments prior to July 7, 2010.
- While you are employed by the Company, withdrawal of your NuVox account attributable to elective deferrals, employer matching contributions and employer nonelective contributions upon attainment of age 59½.
- While you are employed by the Company, hardship withdrawals of your NuVox account attributable to elective deferrals (excluding earnings).
- While you are employed by the Company, withdrawal of your NuVox account attributable to rollover contributions at any time (subject to administrative procedures).

**Vesting:** The account balances in the NuVox account on March 25, 2010 are 100% vested. Amounts forfeited prior to March 25, 2010 are subject to restoration upon rehire only in accordance with IRS rules.

#### H. Iowa Telecom Savings Plan

**Distributions and Withdrawals:** If you were a participant in the Iowa Telecom Savings Plan (the "Iowa Plan") and your benefit under the Iowa Plan was merged into the Plan as of December 31, 2010, the following forms of payment are available under the Plan for your prior plan account attributable to the Iowa Plan ("Iowa account").

- A single sum payment of your Iowa account after termination of employment.
- Installment form of payment of your Iowa account, but only for participants (or beneficiaries) who have commenced such installments prior to December 31, 2010.
- While you are employed with the Company, withdrawal of your Iowa account balance upon attainment of age 59½.
- While you are employed with the Company, withdrawals of your Iowa account attributable to after-tax contributions, subject to the following: allowed once in any six-month period, and, if the after-tax contributions were matched, only amounts attributable to after-tax contributions maintained in the account for at least 24 months are available.

- While you are employed with the Company, hardship withdrawals of your Iowa account's deferral contributions.
- While you are employed with the Company, withdrawals of Iowa account attributable to after-tax contributions from the prior Lakedale Telephone Company Savings Incentive Plan at any time (subject to administrative procedures).
- While you are employed with the Company, withdrawals of your Iowa account attributable to rollover contributions at any time (subject to administrative procedures).

**Vesting:** The account balances in the Iowa account on June 1, 2010 are 100% vested. Amounts forfeited prior to June 1, 2010 are subject to restoration upon rehire only in accordance with IRS rules.

## I. Iowa Telecom Hourly Savings Plan

**Distributions and Withdrawals:** If you were a participant in the Iowa Hourly Telecom Savings Plan (the "Iowa Hourly Plan") and your benefit under the Iowa Hourly Plan was merged into the Plan as of December 31, 2010, the following forms of payment are available under the Plan for your prior plan account attributable to the Iowa Hourly Plan ("Iowa Hourly account").

- A single sum payment of your Iowa Hourly account after termination of employment.
- Installment form of payment of your Iowa Hourly account, but only for participants (or beneficiaries) who have commenced such installments prior to December 31, 2010.
- While you are employed with the Company, withdrawal of your Iowa Hourly account balance upon attainment of age 59½.
- While you are employed with the Company, withdrawals of your Iowa Hourly account attributable to after-tax contributions, subject to the following: allowed once in any six-month period, and, if the after-tax contributions were matched, only amounts attributable to after-tax contributions maintained in the account for at least 24 months are available.
- While you are employed with the Company, hardship withdrawals of your Iowa Hourly account's deferral contributions.
- While you are employed with the Company, withdrawals of your Iowa Hourly account attributable to rollover contributions at any time (subject to administrative procedures).

**Vesting:** The account balances in the Iowa Hourly account on June 1, 2010 are 100% vested. Amounts forfeited prior to June 1, 2010 are subject to restoration upon rehire only in accordance with IRS rules.

## J. Hosted Solutions Acquisition, LLC 401(k) Plan

**Distributions and Withdrawals:** If you were a participant in the Hosted Solutions Acquisition, LLC 401(k) Plan (the "Hosted Solutions Plan") and your benefit under the Hosted Solutions Plan was merged into the Plan as of April 1, 2011, the following forms of payment are available under the Plan for your prior plan account attributable to the Hosted Solutions Plan ("Hosted Solutions account").

- A single sum payment of your Hosted Solutions account after termination of employment.
- While you are employed with the Company, withdrawal of your Hosted Solutions account balance upon attainment of age 59½.
- While you are employed with the Company, withdrawal of your Hosted Solutions account balance upon disability for participants in the Hosted Solutions Plan as of April 1, 2010.
- While you are employed with the Company, withdrawal of your Hosted Solutions account balance attributable to rollover contributions at any time (subject to administrative procedures).

**Vesting:** The account balances in the Hosted Solutions account on January 1, 2011 are 100% vested. Amounts forfeited prior to January 1, 2011 are subject to restoration upon rehire only in accordance with IRS rules.

Roth Contributions: Any Roth contributions that you made to the Hosted Solutions Plan are separately accounted for under the Plan. Payment from the Plan of your Hosted Solutions prior account balance attributable to Roth contributions will not be subject to Federal income tax if the distribution is a qualified distribution. A qualified distribution is a payment made both after you are age 59½ (or after your death or disability) and after you have had a designated Roth account in the Plan (including the prior Hosted Solutions Plan) for at least 5 years (measured from the first day of the tax year of your first Roth contribution to the Plan). Payment from the Plan of your Hosted Solutions prior account balance attributable to Roth contributions may be directly rolled over to a Roth IRA or a designated Roth account in an employer plan (tax-qualified plan or section 403(b) plan).

## K. PAETEC Holding Corp. 401(k) Plan

**Distributions and Withdrawals:** If you were a participant in the PAETEC Holding Corp. 401(k) Plan (the "PAETEC Plan") and your benefit under the PAETEC Plan was merged into the Plan as of September 19, 2012, the following forms of payment are available under the Plan for your prior plan account attributable to the PAETEC Plan ("PAETEC account").

 A single sum payment of your PAETEC account after termination of employment.

- Installments, but only for participants (or beneficiaries) who have commenced installments prior to September 19, 2012.
- While you are employed by the Company, withdrawal of your PAETEC account, except for the amount attributable to the money purchase pension account of the Allworx Corporation 401(k) Profit Sharing Plan and Trust as of October 31, 2008 (the "Money Purchase Pension Sub-Account"), upon attainment of age 59½.
- While you are employed by the Company, withdrawal of your PAETEC account attributable to the Money Purchase Pension Sub-Account upon attainment of age 65.
- Purchase of a Qualified Joint and Survivor Annuity contract with your account balance attributable to the Money Purchase Pension Sub-Account after termination of employment.
- Purchase of a joint and 75% survivor annuity (for the Participant's life with the Participant's Spouse as the survivor annuitant) with your account balance attributable to the Money Purchase Pension Sub-Account after termination of employment.
- Following the death of a married Participant (under Federal law), purchase of a Qualified Preretirement Survivor Annuity contract with your account balance attributable to the Money Purchase Pension Sub-Account.
- While you are employed by the Company, withdrawal of your PAETEC account attributable to after-tax contributions at any time (subject to administrative procedures).
- While you are employed by the Company, hardship withdrawals of your PAETEC account attributable to elective deferral contributions.
- While you are employed by the Company, withdrawals of your PAETEC account attributable to rollover contributions at any time (subject to administrative procedures).
- Distributions from your PAETEC account upon deemed severance from employment while on active military duty for more than 30 days.

**Qualified Joint and Survivor Annuity:** If you are married (under Federal law), your account balance attributable to the Money Purchase Sub-Account will be paid through the purchase of a Qualified Joint and Survivor Annuity contract unless you waive the Qualified Joint and Survivor Annuity and elect the lump sum form of payment with your spouse's written consent (which written consent must be witnessed by a notary). A Qualified Joint and Survivor Annuity provides an immediate annuity payable to you for your life and, following your death, 50% of that amount to your surviving spouse (under Federal law) for life. An election to waive the Qualified Joint and Survivor Annuity must

be made in the form and manner prescribed by the Plan Administrator (e.g., within 180 days of the distribution date). If you are not married, your account balance attributable to the Money Purchase Sub-Account will be paid through the purchase of a single life annuity unless you elect the lump sum form of payment.

Qualified Preretirement Survivor Annuity: If you are married (under Federal law) when you die, your account balance attributable to the Money Purchase Sub-Account will be paid to your spouse through the purchase of a Qualified Preretirement Survivor Annuity contract. A Qualified Preretirement Survivor Annuity is a single life annuity for your spouse's life. Your spouse may in lieu of the Qualified Preretirement Survivor Annuity elect a lump sum payment. You may waive the Qualified Preretirement Survivor Annuity and designate with your spouse's written consent (which written consent must be witnessed by a notary) a beneficiary to receive your account balance attributable to the Money Purchase Sub-Account upon your death. An election to waive the Qualified Preretirement Survivor Annuity must be made in the form and manner prescribed by the Plan Administrator (e.g., waivers made while employed prior to the first day of the year in which you attain age 35 cease to be effective on the first day of the year in which you attain age 35).

**Vesting:** The account balances in the PAETEC account on September 19, 2012 are 100% vested. Amounts forfeited prior to September 19, 2012 are subject to restoration upon rehire only in accordance with IRS rules.

## L. Network Telephone 401(k) Profit Sharing Plan

**Distributions and Withdrawals:** If you were a participant in the Network Telephone 401(k) Profit Sharing Plan (the "Network Plan") and an employee on August 9, 2013, your benefit under the Network Plan was transferred to the Plan as of October 1, 2013. The following forms of payment are available under the Plan for your prior plan account attributable to the Network Plan ("Network account").

- A single sum payment of your Network account after termination of employment.
- Installments, but only for participants (or beneficiaries) who have commenced installments prior to October 1, 2013.
- While you are employed by the Company, withdrawal of your Network account, upon attainment of age 59½.
- While you are employed by the Company, withdrawal of your Network account attributable to rollover contributions at any time (subject to administrative procedures).

**Vesting:** The account balances in the Network account on October 1, 2013 are 100% vested.

#### M. BOB, LLC 401(k) Plan

**Distributions and Withdrawals:** If you were a participant in the BOB, LLC 401(k) Plan (the "BOB Plan") and your benefit under the BOB Plan was merged into the Plan as of March 2, 2015, the following forms of payment are available under the Plan for your prior plan account attributable to the BOB Plan ("BOB account").

- A single sum payment of your BOB account after termination of employment.
- While you are employed with the Company, withdrawal of your BOB account balance upon total and permanent disability.
- While you are employed by the Company, withdrawal of your BOB account balance attributable to rollover contributions at any time (subject to administrative procedures).
- While you are employed by the Company, withdrawal of your BOB account balance upon attainment of age 59%.
- While you are employed by the Company, hardship withdrawals of your BOB account balance attributable to elective deferral contributions.

**Vesting:** The account balances in the BOB account of participants who were active employees on October 1, 2014 are 100% vested. The non-vested portion of the accounts for employees terminated prior to October 1, 2014 were forfeited prior to the merger of the BOB Plan into the Plan, subject to restoration upon rehire only in accordance with IRS rules. The remaining account balance that was transferred to the Plan from the BOB Plan for employees who terminated prior to October 1, 2014, is 100% vested.

## N. EarthLink 401(k) Plan

**Distributions and Withdrawals:** If you were a participant in the EarthLink 401(k) Plan (the "EarthLink Plan") and your benefit under the EarthLink Plan was merged into the Plan as of July 3, 2017, the following forms of payment are available under the Plan for your prior plan account attributable to the EarthLink Plan ("EarthLink account").

- A single sum payment of your EarthLink account after termination of employment.
- Installments for purposes of the required distribution rules under Section 401(a)(9) of the Internal Revenue Code, but only for participants (or beneficiaries) who have commenced installments prior to July 3, 2017.
- While you are employed by the Company, withdrawal of your EarthLink account balance upon attainment of age 59%.
- While you are employed by the Company, withdrawals of your EarthLink account balance attributable to rollover contributions at any time (subject to administrative procedures).

**Vesting:** The account balances in the EarthLink account of participants who were active employees on February 27, 2017 are 100% vested. Any other person is subject to the

following vesting schedule: 1 year of vesting service – 25% vested, 2 years of vesting service – 50% vested, 3 years of vesting service – 75% vested, and 4 years of vesting service – 100% vested.

#### O. Broadview Networks Retirement Savings Plan

**Distributions and Withdrawals:** If you were a participant in the Broadview Networks Retirement Savings Plan (the "Broadview Plan") and your benefit under the Broadview Plan was merged into the Plan as of December 15, 2017, the following forms of payment are available under the Plan for your prior plan account attributable to the Broadview Plan ("Broadview account").

- A single sum payment of your Broadview account after termination of employment.
- Installments, but only for participants (or beneficiaries) who have commenced installments prior to December 15, 2017.
- While you are employed by the Company, withdrawals of your Broadview account balance attributable to rollover contributions at any time (subject to administrative procedures).
- While you are employed by the Company, withdrawal of your Broadview account balance upon attainment of age 59½.
- Distributions from your Broadview account upon deemed severance from employment while on active military duty for more than 30 days.
- Distribution of account balance upon total disability (i.e., disable, as a result of sickness or injury, to the extent you are prevented in engaging in any substantial gainful activity, and are eligible for and receiving disability benefits under the Social Security Act).

**Vesting:** The account balances in the Broadview account of participants who were active employees on July 28, 2017 are 100% vested. Any other person is subject to the following vesting schedule: 1 year of vesting service – 25% vested, 2 years of vesting service – 50% vested, 3 years of vesting service – 75% vested, and 4 years of vesting service – 100% vested.

## **APPENDIX C**

## **Union Groups Receiving Company Contributions**

All Company matching contributions are made each payroll period. The Plan includes a "true-up" matching feature for participants who did not contribute at an even rate throughout the Plan Year (and did not receive a full matching contribution as a result).

Union Local	Company Matching Contribution - If You are Not Eligible to Participate in the Windstream Pension	Company Matching Contribution - if You are Eligible to Participate
	Plan*	in the Windstream Pension Plan*
CWA	100% of the Employee Pretax and/or Roth Contributions made on	
3174	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
	the Employee's Plan compensation.	
CWA	100% of the Employee Pretax and/or Roth Contributions made on	
3511	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
CIAVA	the Employee's Plan compensation.	
CWA	100% of the Employee Pretax and/or Roth Contributions made on	Nama
3683	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
CWA	the Employee's Plan compensation  100% of the Employee Pretax and/or Roth Contributions made on	
3684	the first 3% of the Employee's Plan compensation, plus 50% of the	None
3004	Employee Pretax and/or Roth Contributions made on the next 2% of	None
	the Employee's Plan compensation	
CWA	100% of the Employee Pretax and/or Roth Contributions made on	
4321	the first 3% of the Employee's Plan compensation, plus 50% of the	None
1021	Employee Pretax and/or Roth Contributions made on the next 2% of	, tone
	the Employee's Plan compensation	
CWA	100% of the Employee Pretax and/or Roth Contributions made on	
4485	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
	the Employee's Plan compensation	
CWA	100% of the Employee Pretax and/or Roth Contributions made on	
4488	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
	the Employee's Plan compensation	
CWA	100% of the Employee Pretax and/or Roth Contributions made on	
13000	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
	the Employee's Plan compensation	
CWA	100% of the Employee Pretax and/or Roth Contributions made on	
371617	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	Tronc
	the Employee's Plan compensation	

IBEW	100% of the Employee Pretax and/or Roth Contributions made on	
0463	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
	the Employee's Plan compensation	
IBEW	100% of the Employee Pretax and/or Roth Contributions made on	
1189	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
	the Employee's Plan compensation	
IBEW	100% of the Employee Pretax and/or Roth Contributions made on	
150701	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
	the Employee's Plan compensation	
IBEW	100% of the Employee Pretax and/or Roth Contributions made on	
150710	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
	the Employee's Plan compensation	
IBEW	100% of the Employee Pretax and/or Roth Contributions made on	
1929	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
	the Employee's Plan compensation	
IBEW	100% of the Employee Pretax and/or Roth Contributions made on	
2089	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
	the Employee's Plan compensation	
IBEW	100% of the Employee Pretax and/or Roth Contributions made on	
2374	the first 3% of the Employee's Plan compensation, plus 50% of the	None
	Employee Pretax and/or Roth Contributions made on the next 2% of	
	the Employee's Plan compensation	

<sup>\*</sup>You generally are <u>not</u> eligible to participate in the Windstream Pension Plan if your Date of Hire, Rehire or Transfer is on or after March 1, 2012 OR you chose to opt-out of participation in the Windstream Pension Plan<sup>1</sup> OR if you are represented by the IBEW and have 30 years of vesting service on January 1, 2018 or the day you attain 30 years of vesting service after January 1, 2018<sup>2</sup> OR if you are represented by the CWA and have 30 years of vesting service on July 8, 2018 or the day you attain 30 years of vesting service after July 8, 2018<sup>3</sup>.

<sup>1</sup>If you elected to opt-out of the Windstream Pension Plan effective as of September 18, 2016 under the National Bargaining retirement choice program, you also received a one-time Company Nonelective Contribution of \$15,000 in the fourth quarter of 2016.

<sup>2</sup>If you were represented by the IBEW on January 1, 2018 (if you had 30 years of vesting service on that date) or the day you attain 30 years of vesting service after January 1, 2018 and your pension plan accrual became frozen beginning on that date, you also will receive a one-time Company Nonelective Contribution of \$12,000 as soon as administratively practicable after the freeze date.

<sup>3</sup>If you were represented by the CWA on July 8, 2018 (if you had 30 years of vesting service on that date) or the day you attain 30 years of vesting service after July 8, 2018 and your pension plan accrual became frozen beginning on that date, you also will receive a one-time Company Nonelective Contribution of \$15,000 as soon as administratively practicable after the freeze date.

Union	Company Matching Contribution	Company Nonelective Contribution
Local	- for everyone	- If You are <u>Not</u> Eligible to Participate in the Windstream Pension Plan for Plan Years 2018 and 2019*
IBEW 204	100% of the Employee Pretax and/or Roth Contributions made on the first 3% of the Employee's Plan compensation, plus 50% of the Employee Pretax and/or Roth Contributions made on the next 2% of the Employee's Plan compensation	3% of Employee's Plan eligible wages for the 2018 Plan Year and 6% of Employee's Plan eligible wages for the 2019 Plan Year. Note: effective January 1, 2018, the Windstream Pension Plan was frozen to all Employees.

<sup>\*</sup>If your participation in the pension plan became frozen beginning January 1, 2018, you also received a one-time Company Nonelective Contribution of \$6,500 in the first quarter of 2018.

Union Local	Company Matching Contribution - for everyone	Company Nonelective Contribution - If You are Not Eligible to Participate in the Windstream Pension Plan
CWA 7172	100% of the Employee Pretax and/or Roth Contributions made on the first 3% of the Employee's Plan compensation, plus 50% of the Employee Pretax and/or Roth Contributions made on the next 2% of the Employee's Plan compensation. For the purposes of clarity, this formula became effective for the pay-period June 14, 2015.	For 2015 and 2016 Plan year, 3% of Employee's Plan eligible wages.  For 2017 Plan year, a final contribution of 6% of Employee's Plan eligible wages.

<sup>\*</sup>If you were covered by the Windstream Pension Plan on June 30, 2016 and were an eligible employee in the Plan, you also received a one-time Company Nonelective Contribution of \$6,500 in the third quarter of 2016.

Union Local	Company Matching Contribution	
IBEW 1671	100% of the Employee Pretax and/or Roth Contributions made on the first 3% of the Employee's	
	Plan compensation, plus 50% of the Employee Pretax and/or Roth Contributions made on the next	
	2% of the Employee's Plan compensation	

Union Local	Company Matching Contribution - If You are <u>Not</u> Eligible to Participate in the Windstream Pension Plan ( <i>i.e.</i> , Date of Hire, Rehire, or Transfer is after February 28, 2014, OR you chose (either affirmatively or by default) to opt-out of the Windstream Pension Plan OR you have 30 years of accredited service on or after January 1, 2024**)	Company Matching Contribution - if You are Eligible to Participate in the Windstream Pension Plan (i.e., Date of Hire, Rehire, or Transfer is Prior to March 1, 2014 and, for periods after January 1, 2018, you chose to continue to participate in the Windstream Pension Plan and, for periods after January 1, 2024, you do not have 30 years of accredited service)
CWA 6171	100% of the Employee Pretax and/or Roth Contributions made on the first 3% of the Employee's Plan compensation, plus 50% of the Employee Pretax and/or Roth Contributions made on the next 2% of the Employee's Plan compensation.	On and after January 1, 2018 – None  Prior to January 1, 2018 - 50% up of the Employee Pretax and/or Roth Contributions made on the first 6% of the Employee's Plan Compensation.

\*\*If you elected (either affirmatively or by default) to opt-out of the Windstream Pension Plan effective as of January 1, 2018 under the CWA 6171 retirement choice 2018 program, you also received a one-time Company Nonelective Contribution of \$12,000 in the first quarter of 2018.

If you elect (either affirmatively or by default) to opt-out of the Windstream Pension Plan effective as of January 1, 2021 under the CWA 6171 retirement choice 2020 program, you also will receive a one-time Company Nonelective Contribution of \$12,000 in the first quarter of 2021.

If you elect (either affirmatively or by default) to opt-out of the Windstream Pension Plan effective as of January 1, 2022 under the CWA 6171 retirement choice 2020 program, you also will receive a one-time Company Nonelective Contribution of \$10,000 in the first quarter of 2022.

If you elect (either affirmatively or by default) to opt-out of the Windstream Pension Plan effective as of January 1, 2023 under the CWA 6171 retirement choice 2022 program, you also will receive a one-time Company Nonelective Contribution of \$8,000 in the first quarter of 2023.

If you elect (either affirmatively or by default) to opt-out of the Windstream Pension Plan effective as of January 1, 2024 under the CWA 6171 retirement choice 2022 program, you also will receive a one-time Company Nonelective Contribution of \$6,000 in the first quarter of 2024.

Union Local	Company Matching Contribution	Company Matching Contribution and Company Nonelective Contribution
	- If You Are Eligible to	If You are Not Eligible to participate in the Windstream
	Participate in	Pension Plan (Verizon Formula) effective as of 01/01/16
	Windstream Pension	Tension Fran (Venzon Formala) encouve as of 61, 61, 10
	Plan (Verizon Formula)	
Local Bargaining –		100% of the Employee Pretax and/or Roth Contributions
CWA 3371 (but only if you		made on the first 3% of the Employee's Plan
have been employed with	None	compensation, plus 50% of the Employee Pretax and/or
Alltel Corporation (and		Roth Contributions made on the next 2% of the Employee's
then Windstream) and a		Plan compensation
member of the CWA Local		
3371 or 3372 since		You also received a one-time Company Nonelective
October 6, 2003).		Contribution of \$5,000 in first quarter of 2016
Local Bargaining –		100% of the Employee Pretax and/or Roth Contributions
CWA 3372 (but only if you		made on the first 3% of the Employee's Plan
have been employed with		compensation, plus 50% of the Employee Pretax and/or
Alltel Corporation (and	None	Roth Contributions made on the next 2% of the Employee's
then Windstream) and a	None	Plan compensation
member of the CWA Local		
3371 or 3372 since		You also received a one-time Company Nonelective
October 6, 2003.		Contribution of \$5,000 in first quarter of 2016

Union Local	Company Matching Contribution	Company Matching Contribution
	- if You are Eligible to Participate	- If You are <u>Not</u> Eligible to Participate in
	in the Windstream Pension Plan	Windstream Pension Plan (i.e., your Date of
	(i.e., your Date of Hire, Rehire or	Hire, Rehire or Transfer is on or after March
	Transfer is Prior to March 1, 2012	1, 2012 OR you chose to opt-out of

ension Plan)	
	100% of the Employee Pretax and/or Roth Contributions made on the first 3% of the
None	Employee's Plan compensation, plus 50% of the Employee Pretax and/or Roth Contributions made on the next 2% of the
	Employee's Plan compensation.
None	100% of the Employee Pretax and/or Roth Contributions made on the first 3% of the Employee's Plan compensation, plus 50% of the Employee Pretax and/or Roth Contributions made on the next 2% of the Employee's Plan compensation
	None

<sup>\*</sup>If you elected to opt-out of the Windstream Pension Plan effective as of September 18, 2016 under the National Bargaining retirement choice program, you also received a one-time Company Nonelective Contribution of \$15,000 in the fourth quarter of 2016.

## **APPENDIX D**

EMPLOYEE BENEFITS SECURITY ADMINISTRATION UNITED STATES DEPARTMENT OF LABOR

## **ONLINE SECURITY TIPS**

You can reduce the risk of fraud and loss to your retirement account by following these basic rules:

#### • REGISTER, SET UP AND ROUTINELY MONITOR YOUR ONLINE ACCOUNT

- Maintaining online access to your retirement account allows you to protect and manage your investment.
- Regularly checking your retirement account reduces the risk of fraudulent account access.
- Failing to register for an online account may enable cybercriminals to assume your online identify.

#### • USE STRONG AND UNIQUE PASSWORDS

- Don't use dictionary words.
- Use letters (both upper and lower case), numbers, and special characters.
- Don't use letters and numbers in sequence (no "abc", "567", etc.).
- Use 14 or more characters.
- Don't write passwords down.
- Consider using a secure password manager to help create and track passwords.
- Change passwords every 120 days, or if there's a security breach.
- Don't share, reuse, or repeat passwords.

#### USE MULTI-FACTOR AUTHENTICATION

• Multi-Factor Authentication (also called two-factor authentication) requires a second credential to verify your identity (for example, entering a code sent in real-time by text message or email).

#### KEEP PERSONAL CONTACT INFORMATION CURRENT

- Update your contact information when it changes, so you can be reached if there's a problem.
- Select multiple communication options.

#### • CLOSE OR DELETE UNUSED ACCOUNTS

- The smaller your on-line presence, the more secure your information. Close unused accounts to minimize your vulnerability.
  - Sign up for account activity notifications.

#### BE WARY OF FREE WI-FI

- Free Wi-Fi networks, such as the public Wi-Fi available at airports, hotels, or coffee shops pose security risks that may give criminals access to your personal information.
  - A better option is to use your cellphone or home network.



#### BEWARE OF PHISHING ATTACKS

- Phishing attacks aim to trick you into sharing your passwords, account numbers, and sensitive information, and gain access to your accounts. A phishing message may look like it comes from a trusted organization, to lure you to click on a dangerous link or pass along confidential information.
- Common warning signs of phishing attacks include:
  - A text message or email that you didn't expect or that comes from a person or service you don't know or use.
  - > Spelling errors or poor grammar.
  - Mismatched links (a seemingly legitimate link sends you to an unexpected address). Often, but not always, you can spot this by hovering your mouse over the link without clicking on it, so that your browser displays the actual destination.
  - Shortened or odd links or addresses.
  - An email request for your account number or personal information (legitimate providers should never send you emails or texts asking for your password, account number, personal information, or answers to security questions).
  - Offers or messages that seem too good to be true, express great urgency, or are aggressive and scary.
  - > Strange or mismatched sender addresses.
  - > Anything else that makes you feel uneasy.

#### USE ANTIVIRUS SOFTWARE AND KEEP APPS AND SOFTWARE CURRENT

 Make sure that you have trustworthy antivirus software installed and updated to protect your computers and mobile devices from viruses and malware. Keep all your software up to date with the latest patches and upgrades. Many vendors offer automatic updates.

# • KNOW HOW TO REPORT IDENTITY THEFT AND CYBERSECURITY INCIDENTS

- The FBI and the Department of Homeland Security have set up valuable sites for reporting cybersecurity incidents:
  - https://www.fbi.gov/file-repository/cyber-incident-reporting-united-messagefinal.pdf/view
  - https://www.cisa.gov/reporting-cyber-incidents



Employee Benefits Security Administration UNITED STATES DEPARTMENT OF LABOR

## Notes