

**VERIZON KENTUCKY NON-BARGAINING
APPENDIX**

**WINDSTREAM PENSION PLAN
SUMMARY PLAN DESCRIPTION**

(May 1, 2018)

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PARTICIPATION IN PRIOR RETIREMENT PLAN: VERIZON KENTUCKY NONBARGAINING EMPLOYEES

This appendix to the Windstream Pension Plan summary plan description for nonbargaining employees ("SPD") applies to you if you are a nonbargaining employee and were a participant in GTE South Incorporated (Kentucky) Plan for Hourly-Paid Employees' Pensions (the "Verizon KY Plan").

If you were a participant in the Verizon KY Plan on July 31, 2002 and your benefit was transferred to the Plan (prior Alltel Plan) effective as of August 1, 2002 in connection with Alltel's purchase of Verizon wire line properties in Kentucky, you are a participant in the Plan.

Please note that the general provisions described in the SPD (*e.g.*, Claims Procedure) are applicable to the provisions described in this appendix.

VERIZON KENTUCKY NON-BARGAINING: SPECIAL VESTING AND SERVICE CREDITING

Your period of employment with Verizon South Inc. and its affiliates prior to August 1, 2002 is counted as "Vesting Years of Service" under the Plan based on the years of Vesting Service that were credited under the Verizon KY Plan through July 31, 2002.

Your period of employment with Verizon South Inc. and its affiliates prior to August 1, 2002 is not counted as "Benefit Service" under the Plan. For former employees of Verizon South Inc. and its affiliates, accumulation of Benefit Service under the Plan generally started on August 1, 2002 (but only if you were employed as an eligible employee).

VERIZON KENTUCKY NON-BARGAINING: BENEFIT FORMULA

Your benefit under the Plan will include both the benefit earned under the Verizon KY formula (as described below) and the benefit (if any) you earn under the Plan formula for any employment as an eligible employee after December 31, 2002 through December 31, 2010 (when the Plan was frozen). This appendix describes the benefit under the Verizon KY formula.

VERIZON KY FORMULA

Your benefit under the Verizon KY formula is the benefit you earned as of December 31, 2002, which is the date the Verizon KY formula was frozen. Your benefit under the Verizon KY formula includes the benefit transferred from the Verizon KY Plan to the Plan, the benefit earned through December 31, 2002 under the Plan, and may include the "Verizon transition benefit" and the "retention bonus enhancement".

The Verizon transition benefit is the additional amount you would have received under the Verizon KY formula if your eligible compensation paid after December 31, 2002 and before January 1, 2006 (or, if earlier the date your employment ends) continued to be counted in calculating your compensation under the Verizon KY formula. To be eligible for the transition

benefit, you had to have been an employee on August 1, 2002 and have had your benefit under the Verizon KY Plan transferred to the Plan.

If you were eligible for the Verizon Retention Bonus Program and you earned the retention bonus by remaining continuously employed by Verizon from April 1, 1999 through September 30, 2000, your benefit under the Verizon KY formula includes the Verizon retention bonus enhancement when you terminate from employment under the Plan. The retention bonus will be calculated based on your eligible compensation for the 12-month period ending on the date you terminate from employment under the Plan.

TYPES OF VERIZON KY FORMULA RETIREMENT

Verizon KY Normal Retirement

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

Your normal retirement date for your benefit under the Verizon KY formula is the last day of the month in which you reach normal retirement age.

Verizon KY Late Retirement

If you work past normal retirement age, you may elect to receive one post normal retirement age distribution of your benefit under the Verizon KY formula while actively employed. Further, if you work past age 70-1/2, you generally must begin receiving your pension by April 1st of the calendar year following the year you attain age 70-1/2. For more information, call the Windstream Corporate Benefits Department.

Verizon KY Early Retirement

You can choose to retire before normal retirement for your benefit under the Verizon KY formula if

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

If you are a non-union hourly employee with 15 or more years of Accredited Service and your employment is terminated by your employer, other than for cause, within 24 months of the date on which your age combined with Accredited Service would equal 76, you will also be eligible for early retirement as of the date on which your age combined with Accredited Service equals 76.

If you retire early, your benefit under the Verizon KY formula can start on the first day of the month following your normal retirement age, or you can decide to have payments start earlier. If you have 30 or more years of Accredited Service or have attained age 55, your benefit under the Verizon KY formula will not be reduced for early commencement. If you have less than 30 years of Accredited Service and want your payments to start before age 55, the amount of your pension benefit under the Verizon KY formula will be permanently reduced for early commencement by 1/4 of 1% (0.25%) for each full month that payments start before your 55th birthday. The following table illustrates the percentage of your pension benefit that you will receive for the following exact ages:

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

If you commence your benefit between two of the exact ages illustrated above, your pension benefit will increase by 1/4 of 1% (0.25%) for each full month payments start after your birthday.

See the heading "Accredited Service" below for how your Accredited Service is determined.

Verizon KY Deferred Vested Benefit

You will become vested in your benefit under the Verizon KY formula when you have completed five or more years of Vesting Service.

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

If you terminate employment with a deferred vested pension, your benefit under the Verizon KY formula can start on the first day of the month following your normal retirement age, or you can decide to have payments start earlier. If you have 10 or more years of Accredited Service, you can start your pension benefit as early as age 55. If you have 15 or more years of Accredited Service, you can start your pension benefit as soon as your age plus Accredited Service total 76. If you start your benefit under the Verizon KY formula before normal retirement age, the amount of your pension benefit will be permanently reduced to take into account the early commencement. The following table illustrates the percentage of your pension benefit that you will receive for the following exact ages (for fractional ages the factor is actuarially adjusted):

Age When Your Payments Start	Percentage of Your Pension
65 and over	100%
64	93.30%
63	86.70%
62	80.00%
61	73.30%

60	66.70%
59	61.70%
58	56.70%
57	51.70%
56	46.70%
55	41.70%
54	38.30%
53	35.00%
52	31.70%
51	28.40%
50	26.30%
49	24.30%
48	22.50%
47	20.90%
46	19.40%

See the heading "Accredited Service" below for how your Accredited Service is determined.

Return to Work After Benefit Commencement

If you leave Windstream, commence receiving your pension benefit, and then are reemployed by Windstream, your pension benefit will be suspended (not paid) for each month you are credited with 40 or more hours of service. The suspension, however, will not apply if payment is required as provided by the age 70-1/2 commencement rule described above under the heading "Verizon KY Late Retirement"

Accredited Service

Accredited Service generally includes all the time you are an active employee of Windstream. You earn one year of Accredited Service for each customary work year you complete. A customary work year usually equals 2,080 hours. If you have less than 2,080 hours in any calendar year, you earn a partial year of Accredited Service. If you become disabled and qualify for benefits under Windstream's Long-Term Disability (LTD) Plan, you earn Accredited Service until your eligibility for payments under the LTD plan stops or you retire.

If you return to work with Windstream (after having left), your Accredited Service before and after you left will be "bridged" (counted), as long as you had at least one year of Vesting Service before you left and you complete 1,000 hours of service after you return to work.

The Plan recognizes your Accredited Service earned under the prior Alltel Plan (including the prior Verizon KY Plan). Special rules may apply if you were employed by the Contel Corporation and participated in the Contel Retirement Savings Plan (CRSP) or the Contel System Pension Plan (CSPP) and you transferred to a participating GTE business unit on or after March 14, 1991.

VERIZON KY FORMULA FORMS OF PAYMENT

The Plan has two standard forms of payment:

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

If you are married and choose a form of payment other than a 50%, 75%, or 100% survivor option with your spouse as the designated beneficiary, your spouse must consent in writing as provided in the election form and the consent must be witnessed by a notary public.

Single Life Annuity

Provides monthly income that is payable only to you, with pension benefit payments ending at your death. It pays the largest monthly amount because benefits are not continued to someone else after your death.

50% Qualified Joint and Survivor Annuity

Enables your spouse to receive half of your monthly pension benefit after your death. You receive a smaller benefit because payments are expected to be made over two lifetimes. The amount your pension benefit is reduced is based on your age and your spouse's age when you retire. If you die, 50% of your reduced monthly pension benefit will be paid to your spouse for his or her lifetime. If your pension benefit payments have started and your spouse dies, your pension benefit payments continue in the same amount.

Five-Year Certain and Life Annuity

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

Survivor Option

Allows you to name a survivor to receive all or part of your monthly pension benefit if you die before your survivor. You receive a smaller benefit because payments are expected to be made over two lifetimes. The amount your pension benefit is reduced depends on the percentage of it that you choose to have your survivor receive--33¹/₃%, 50%, or 100%--your age, and the age of your survivor. If the survivor you name is someone other than your spouse, you may not choose a percentage that would reduce (actuarially) your benefits by more than half. If your survivor is your spouse, the designated percentage may be 33¹/₃%, 50%, 75% or 100%.

Lump-Sum

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

Commencement

Once your benefit under the Verizon KY formula has commenced in a form of payment, your choice of the form of payment cannot be changed. You generally have the right to defer commencement of your benefit under the Verizon KY formula until your normal retirement date (or, if later, the date your employment terminates, but subject to the rules regarding mandatory distributions after age 70-1/2). If the total present value of your entire benefit under the Plan is \$5,000 or less, you will be paid the present value in one lump sum payment as soon as reasonably practicable after your employment terminates. See "Cash Settlements" section of the Summary Plan Description.

Effects of Death on Payment Elections

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

If you die after payments begin

The provisions governing your form of payment method dictate if any benefit is due upon your death.

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

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

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

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

If your beneficiary dies before your pension benefit commencement date

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

VERIZON KY FORMULA DEATH BENEFIT FOR SPOUSES OR SPOUSE'S PENSION (QUALIFIED PRERETIREMENT SURVIVOR ANNUITY)

If you have commenced receiving your benefit under the Verizon KY formula (or you are a former employee and elected a form of payment with a waiver of the spouse's pension), this section does not apply to you since the provisions governing your chosen form of payment dictate what, if any, benefit is payable upon your death.

If you are married, are vested in your benefit under the Verizon KY formula, and die before you commence your pension (and, if you are a former employee, before you have elected a form of payment with a waiver of the spouse's pension), a survivor benefit called the Qualified Preretirement Survivor Annuity ("QPSA") is payable to your spouse. The QPSA provides for your spouse to receive pension payments as if you had terminated employment on the date of your death (or actual date of employment termination, if earlier), taken your pension at Normal Retirement Date under the standard form of payment for married participants, and died immediately.

Your spouse may elect to commence his/her benefit before Normal Retirement Date -- as early as when you could have started your benefit. Applicable reductions for early commencement, however, will apply if your spouse elects to commence his/her benefit prior to your Normal Retirement Date.

In all cases, your spouse must survive until the QPSA is payable to receive the benefit. The QPSA will not be paid to your spouse's estate or other beneficiaries.

If you are single and die before retirement (termination of employment), no plan benefits are payable to a beneficiary.