

**ALANT NONBARGAINING APPENDIX  
WINDSTREAM PENSION PLAN  
SUMMARY PLAN DESCRIPTION**

## **PARTICIPATION IN PRIOR RETIREMENT PLANS: ALiant NONBARGAINING EMPLOYEES**

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This appendix to the Windstream Pension Plan summary plan description (Nonbargaining – January 1, 2016 version) ("SPD") applies to you if you were a participant in the Plan for Employees' Pensions of Aliant Communications Co. (the "Aliant Plan") on or before December 31, 2001, your Aliant Plan benefit was transferred to the Windstream Pension Plan (formerly part of the Alltel Corporation Pension Plan) (the "Plan") effective as of the close of business on December 31, 2001, and you were an active nonbargaining employee under the Plan on or after January 1, 2002.

This Appendix describes your Aliant Plan formula benefit under the Plan as of August 1, 2019. You may also be entitled to an additional benefit under the Plan under the regular Windstream nonbargaining formula for service on or after January 1, 2002 through December 31, 2010. See the SPD for details regarding the regular Windstream nonbargaining formula.

The general provisions of the SPD also apply to the Aliant Plan formula benefit. That is, if there is no provision in this Appendix describing a given feature of the Aliant Plan formula, the SPD provisions generally will apply (*e.g.*, the Plan's claims procedure).

### **ALiant PLAN FORMULA**

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The Aliant Plan formula was frozen effective as of December 31, 2005, which means that, after December 31, 2005, you may not earn any more benefits under the Aliant Plan formula. You may continue, however, to earn Net Credited Service (as defined in the "Aliant Plan Formula Definitions" section below) toward eligibility for early retirement. You are vested in your Aliant Plan formula benefit.

Your benefit under the Aliant Plan formula is the greatest of (A), (B) and (C) below:

(A) Benefit at December 31, 2001, which equals:

Your Percentage Factor (based on your Net Credited Service as of December 31, 2001 or earlier termination of employment), *times* Your Credited Service (as of December 31, 2001 or earlier termination of employment), *times* Your Average Final Compensation (as of December 31, 2001 or earlier termination of employment)

(B) Benefit at December 31, 2005, which equals:

Your Percentage Factor (based on your Net Credited Service as of December 31, 2001 or earlier termination of employment), *times* Your Credited Service (as of December 31, 2001 or earlier termination of employment), *times* Your Average Final Compensation (as of December 31, 2005 or earlier termination of employment)

(C) Minimum Benefit, which equals the greatest of :

- (a) \$7.50 per month per year of Credited Service (as of December 31, 2001 or earlier termination of employment), up to a maximum of \$112.50 per month, or
- (b) \$7.50 per year of Net Credited Service (as of December 31, 2001 or earlier termination of employment), up to a maximum of \$150 per month, or

- (c) Credited Service (as of December 31, 2001 or earlier termination of employment), *divided by* Credited Service you would have accumulated to your Normal Retirement Date, *times* the Minimum Monthly Benefit-Amount listed in the table below for the number of years of Credited Service you would have accumulated to your Normal Retirement Date.

**Normal Retirement Minimum Table**

<b>Total Years of Credited Service as of Normal Retirement</b>		<b>Minimum Monthly Benefit</b>
<b>At Least</b>	<b>But Less Than</b>	
Less than 20 years		Not Applicable
20 years	21 years	\$152.50
21 years	22 years	\$162.50
22 years	30 years	\$170.00
30 years	40 years	\$180.00
40 or more years		\$190.00

The actual amount payable to you may be further adjusted depending on the time of commencement (*e.g.*, before your Normal Retirement Date) and form of payment that you elect.

**Benefit Formula Example**

*Let's assume* you were born on December 5, 1953. You were a participant in the Aliant Pension Plan on December 31, 2001 and were not covered by a collective bargaining agreement. You retire on December 31, 2018 (at age 65). Your Average Final Compensation on December 31, 2001 is \$30,000 and your Average Final Compensation on December 31, 2005 is \$35,000. You completed 30 years of Credited Service and Net Credited Service on December 31, 2001. You completed 47 years of Net Credited Service on December 31, 2018.

***Calculation of Benefit at December 31, 2001***

- |    |   |                   |
|----|---|-------------------|
| 1. | Average Compensation as of December 31, 2001  | \$30,000          |
| 2. | Percentage factor from Table of Percentage Factors for 30 years of Net Credited Service as of December 31, 2001 | 1.40%             |
| 3. | Credited Service as of December 31, 2001.   | 30                |
| 4. | (1) times (2) times (3) divided by 12   | \$1,050 per month |

***Calculation of Benefit at December 31, 2005***

- |    |   |          |
|----|---|----------|
| 5. | Average Compensation as of December 31, 2005  | \$35,000 |
| 6. | Percentage factor from Table of Percentage Factors for 30 years of Net Credited Service as of December 31, 2001 | 1.40%    |
| 7. | Credited Service as of December 31, 2001.   | 30       |

8. (5) times (6) times (7) divided by 12 \$1,225 per month

### **Calculation of Minimum Benefit**

9. \$7.50 times 30 (Credited Service as of December 31, 2001), up to \$112.50 \$112.50

10. 7.50 times 30 (Net Credited Service as of December 31, 2001, up to \$150) \$150.00

11. 30 (Credited Service as of December 31, 2001) divided by 47 (Credited Service at your Normal Retirement Date) times \$190.00 (amount from Minimum Table based on Credited Service at your Normal Retirement Date) \$121.28 per month

12. Greatest of (9), (10) and (11) \$150.00 per month

### **Aliant Plan Formula Benefit**

13. Greatest of (4), (8) and (12) \$1,225.00 per month

The amount in (13) may be further adjusted depending on the time of commencement (*e.g.*, before your Normal Retirement Date) and form of payment that you elect.

### **ALIAN PLAN FORMULA DEFINITIONS**

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Your benefit under the Aliant Plan formula is based on your Credited Service, Net Credited Service, Percentage Factor, and Average Final Compensation, and Continuous Service and age at retirement.

#### ***Credited Service***

*Credited Service* generally is earned during the time you were an Aliant or Alltel employee through December 31, 2001. Only service while working with a company that participated in the Aliant Plan counted toward your Credited Service. In general, as a full-time employee, you received one year of Credited Service for each year for which you are a full-time employee or work at least 2,080 hours.

#### **Net Credited Service**

*Net Credited Service* is used to determine the Percentage Factor and to determine eligibility for Early Retirement. Net Credited Service through December 31, 2001 is used to determine your Percentage Factor. To determine Net Credited Service for Early Retirement, Net Credited Service includes your Net Credited Service earned through December 31, 2001 and any Net Credited Service you earn after December 31, 2001 until your employment terminates with Windstream.

*Net Credited Service* is service from your first day of employment (with Aliant or Alltel) through when you leave Windstream for any reason. Net Credited Service is subject to adjustments for certain absences. However, if you later rejoin Aliant or Alltel (or Windstream), your previous years of Net Credited Service will be restored after working two years if you left within the last two years; after working three years if you left for three years but less than four years; after working four years if you left for four years but less than five years; or after working five years if you left for five or more years. This restoration applies only to the extent the Net Credited Service has not

been restored previously. See additional rules under the “Reemployment” section of this Appendix.

### Percentage Factor

Your years of Net Credited Service through December 31, 2001 determines the *Percentage Factor* used in the calculation of your Aliant Plan formula benefit in accordance with the following table (another table may apply for terminations prior to 1981).

**Table of Percentage Factors**

<b>TOTAL YEARS OF NET CREDITED SERVICE as of December 31, 2001</b>	<b>PERCENTAGE FACTOR</b>
Less Than 11 Years	1.300%
11 But Less Than 12 Years	1.305
12 But Less Than 13 Years	1.310
13 But Less Than 14 Years	1.315
14 But Less Than 15 Years	1.320
15 But Less Than 16 Years	1.325
16 But Less Than 17 Years	1.330
17 But Less Than 18 Years	1.335
18 But Less Than 19 Years	1.340
19 But Less Than 20 Years	1.345
20 But Less Than 21 Years	1.350
21 But Less Than 22 Years	1.355
22 But Less Than 23 Years	1.360
23 But Less Than 24 Years	1.365
24 But Less Than 25 Years	1.370
25 But Less Than 26 Years	1.375
26 But Less Than 27 Years	1.380
27 But Less Than 28 Years	1.385
28 But Less Than 29 Years	1.390
29 But Less Than 30 Years	1.395
30 But Less Than 31 Years	1.400
31 But Less Than 32 Years	1.405
32 But Less Than 33 Years	1.410
33 But Less Than 34 Years	1.415
34 But Less Than 35 Years	1.420
35 or More Years	1.425
Minimum Factor for Years of Service After Age 55	1.330%

### Average Final Compensation

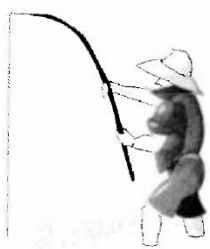
Your *Average Final Compensation* is your highest average annual compensation during any five consecutive years of Continuous Service as of December 31, 2001 or December 31, 2005, respectively (or earlier termination of employment). Compensation includes your basic rate of pay, bonuses, commissions, special pay and incentive pay (except cash incentive awards, stock options and other benefits payable under the 1989 Stock and Incentive Plan, or any other replacement plan). Overtime pay is specifically excluded.

## Continuous Service

*Continuous Service* generally is used to determine your Average Final Compensation and your eligibility to commence a vested benefit. If you are regularly scheduled to work, Continuous Service is your service from your first day of employment (with Aliant or Alltel) through when you leave Windstream for any reason. If you are not regularly scheduled to work, Continuous Service is earned for each year for which you work at least 1,000 hours from your first day of employment (with Aliant or Alltel) through your termination of employment with Windstream.

## WHEN YOU MAY RETIRE AND RECEIVE YOUR ALIANT PLAN FORMULA BENEFIT

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### *Normal Retirement*

You may retire and receive your monthly Aliant Plan formula benefit as of the first day of the calendar month next following your attainment of age 65.

This is known as your *Normal Retirement Date* for your Aliant Plan formula benefit.

### *Early Retirement*

You can retire early and receive your Aliant Plan formula benefit if you meet one of the following conditions:

- you are at least age 55 with a minimum of 20 years of Net Credited Service; or
- you are at least age 50 with a minimum of 25 years of Net Credited Service; or
- you have completed a minimum of 30 years of Net Credited Service, no matter what age you are.

To determine Net Credited Service for Early Retirement, Net Credited Service includes your Net Credited Service earned through the date your employment with Windstream terminates (*i.e.*, any Net Credited Service you earn before, on, or after December 31, 2001).

If you earned a benefit under the regular Windstream nonbargaining formula or other Plan formula, it is subject to a different Early Retirement provision. See the SPD for details and to determine when you can receive that benefit.



### *Post-Normal Retirement*

You may choose to continue working past your Normal Retirement Date. In this case, your Aliant Plan formula benefit pension payments will begin after you retire or, if earlier, on the April 1st of the calendar year following the year in which you attain age 70½.

If you earn a benefit under the regular Windstream nonbargaining formula or other Plan formula, it is subject to a different Post-Normal Retirement provision. See the SPD for details and to determine when you can receive this benefit.

***Mandatory Commencement***

Even if you are still employed, you must begin receiving your Aliant Plan formula benefit by April 1st of the calendar year following the year you attain age 70 1/2.

If you earned a benefit under the regular Windstream nonbargaining formula or other Plan formula, it may be subject to a different Mandatory Commencement provision. See the SPD for details and to determine when you can receive this benefit.

**HOW YOUR ALIANT PLAN FORMULA BENEFIT IS COMPUTED**

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***Normal Retirement***

Your Aliant Plan formula normal retirement benefit is calculated as described in the “Aliant Plan Formula” section above. Your benefit payments may be further adjusted depending on the form of payment that you elect.

***Aliant Plan Early Retirement***

Your Aliant Plan formula early retirement benefit will be calculated in the same manner as the Aliant Plan formula normal retirement benefit, but may be further adjusted depending on the time of commencement and form of payment.

If you begin receiving your Aliant Plan formula early retirement benefit before age 55 (see the “When You May Retire and Receive Your Aliant Plan Formula Benefit” section) and you have not completed 30 years of Net Credited Service, your Aliant Plan early retirement benefit will be permanently reduced by 1/2 of 1% (0.5%) for each full or partial month that you receive benefits before your 55th birthday (unless retirement is caused by disability). However, if your Aliant Plan formula early retirement benefit is \$110 per month or more before any reductions, then, despite any reductions described above, the minimum early retirement benefit you would receive until you reach your Normal Retirement Date is \$110. Then it increases to the applicable amount shown in table below.

### Early Retirement Minimum Table

Total Years of Credited Service at December 31, 2001 (or your earlier termination date)		Minimum Monthly Benefit payable on and after Normal Retirement
At Least	But Less Than	
Less than 20 years		\$150.00
20 years	21 years	\$152.50
21 years	22 years	\$162.50
22 years	30 years	\$170.00
30 years	40 years	\$180.00
40 or more years		\$190.00

#### Early Retirement Examples

*Let's assume* your Aliant Plan early retirement plan formula benefit is \$1,000 per month before any reductions based on when you elect to commence your benefit.

- a. If you have completed at least 30 years of Net Credited Service, no reduction will apply for commencement before your Normal Retirement Date. Accordingly, the \$1,000 per month is not adjusted for early commencement.
- b. If you have attained age 55, no reduction will apply for commencement before your Normal Retirement Date. Accordingly, the \$1,000 per month is not adjusted for early commencement.
- c. If you are age 50 and do not have at least 30 years of Net Credited Service, a 30% reduction will apply (*i.e.*, 60 months times 0.5% per month reduction). Accordingly, the amount payable to you is \$700 per month (*i.e.*, a reduction of \$300 per month (*i.e.*, 30% of \$1,000)).

You may be entitled to a benefit under the regular Windstream nonbargaining formula or other Plan formula; if so, it is subject to a different benefit formula. See the SPD for details.

#### **IF YOU LEAVE WINDSTREAM BEFORE RETIREMENT**

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Under the Aliant Plan formula benefit, you become vested when you have completed five years of such Service. You are also fully vested, effective as of January 1, 2002, if you were a participant in the Aliant Plan on December 31, 2001 and, on or after December 31, 2001, you were an active employee of either Alltel (before July 17, 2016) or Windstream (after July 17, 2006).

Once you are vested, even though your employment may then end for reasons other than retirement, disability, or death, you will have a right to a vested retirement benefit. The



vested retirement benefit will be calculated in the same manner as the Aliant Plan formula normal retirement benefit, but may be further adjusted depending on the time of commencement and form of payment.

***When Payments Begin***

Generally, your monthly Aliant Plan formula vested retirement benefit will begin when you reach your Normal Retirement Date. However, if at the time your employment ends, you have completed at least 20 years of Continuous Service, you may elect to receive this benefit as early as age 55 (age 50 with 25 years of Continuous Service). If you choose to have your payment begin before age 65, the amount of the payments will be actuarially reduced to reflect the additional years you receive this benefit (see table below).

**FACTORS TO BE USED IN  
DETERMINATION OF ACTUARIAL  
EQUIVALENCE**

Age at Commencement of Benefits	Percentage of Benefit at Normal Retirement Date
50	24.2%
51	26.3
52	28.6
53	31.2
54	34.1
55	37.3
56	40.8
57	44.7
58	49.1
59	54.0
60	59.5
61	65.7
62	72.7
63	80.7
64	89.7

You may be entitled to a benefit under the regular Windstream nonbargaining formula or other Plan formula; if so, it is subject to a different benefit formula. See the SPD for details.

**FORMS OF BENEFIT PAYMENT**

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***Normal Form of Payment***

Your Aliant Plan formula benefit will be paid according to your marital status at the time your benefit payments begin, as shown below, unless you elect another form in writing (with your spouse’s consent):

- *Single Participants*  
You will receive a monthly income for your lifetime in an amount equal to your Aliant Plan formula benefit (as adjusted for early commencement, if applicable).
- *Married Participants*  
If you are married your Aliant Plan formula benefit will be reduced in order to provide an additional benefit for your spouse after your death. This reduced benefit is payable for your lifetime. However, if you die, your spouse will be entitled to a survivor benefit of 50% of your reduced benefit payable beginning after your death for the remainder of the spouse's lifetime. If you have not been married to your spouse for at least one year prior to the date of your death, your spouse will not be entitled to this survivor benefit. This method of payment is known as a Joint and 50% Survivor Annuity. If your spouse dies before you do, but after payments begin, you will continue to receive the reduced benefit for your lifetime,

### ***Optional Forms of Payment***

You may elect to receive payment in one of the following optional forms instead of in the normal form of payment (with your spouse's written, notarized consent):

- **Life Annuity Option**  
You may choose to receive your Aliant Plan formula benefit for your lifetime only. No additional benefits will be paid to your survivors. This lifetime benefit is the same as the "Normal Form of Payment" for single employees.
- **Contingent Annuitant's Option**  
If you select this option, your Aliant Plan formula benefit will be reduced so that payments may continue to your contingent annuitant after your death for the his or her lifetime in an amount equal to 1/3 of your reduced monthly benefit. You may only elect your spouse or parent as your contingent annuitant

If your contingent annuitant dies before your benefit commencement date, the election is revoked and you may select another contingent annuitant. If, after payments begin, your contingent annuitant dies before you do, you will continue to receive the reduced benefit for your lifetime.

This contingent annuitant's option is only available if you are eligible for early or normal retirement.

If you do not elect an optional form of payment in writing, your benefit will be paid in the normal form of payment. Once you have selected an optional form of payment, your choice cannot be changed after your benefit commencement date.

You may be entitled to a benefit under the regular Windstream nonbargaining formula or other Plan formula; if so, it is subject to a different benefit formula. See the SPD for details.

## HOW PAYMENTS ARE MADE

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Benefit payments from the Plan, including benefits earned under the Aliant Plan formula, are paid in monthly installments at the beginning of each month.

However, if the total value of all Plan benefits to be paid as a result of your participation in the Plan is less than \$5,000, you will be paid the full value of your benefits in one payment, rather than on a monthly basis. See the SPD for details.

## IF YOU DIE BEFORE RETIREMENT

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If you should die after meeting certain age and service requirements, your spouse (or other contingent annuitant) may be eligible to receive a monthly benefit with respect to your Aliant Plan formula benefit.

If you are receiving your Aliant Plan formula benefit, this section does not apply to you. The provisions governing your form of payment dictate if any benefit is due upon your death.

### **Married Participants**

If you are married at the time of your death, the plan provides a Preretirement Survivor Benefit for your spouse if:

- you have been married to your spouse for at least one year prior to your death; and
- you have a *Vested Retirement Benefit* immediately prior to your death; and
- you are not receiving an Aliant Plan formula benefit.

### ***When A Preretirement Survivor Benefit Is Payable***

If you die after your normal retirement age, which is generally your 65th birthday, the Preretirement Survivor Benefit for your Spouse starts right away.

1. If you die while currently eligible for Early Retirement, the Preretirement Survivor Benefit for your spouse may start right away or your spouse may elect to defer it until you would have reached age 65.
2. If you die before age 50 but after completing 25 to 29 years of Continuous Service, your spouse may elect to start the Preretirement Survivor Benefit at any time between the dates you would have reached age 50 and 65.

3. If you die before age 55 but after completing 20 to 24 years of Continuous Service, your spouse may elect to start the Preretirement Survivor Benefit at any time between the dates you would have reached age 55 and 65.
4. Finally, if you die and do not qualify under item 1, 2, or 3 above, the Preretirement Survivor Benefit for your spouse will start when you would have attained age 65.
5. In all cases, your spouse must survive until the Preretirement Survivor Benefit is due to start to receive the benefits. It will not be paid to your spouse's estate or other beneficiaries.

#### ***Preretirement Survivor Benefit Formula***

The Preretirement Survivor Benefit is payable for life and is equal to the survivor amount payable had you commenced payment of your Aliant Plan formula benefit in the form of a Joint and 50% Survivor Option when the Preretirement Survivor Benefit is to start and then died.

#### ***Preretirement Survivor Benefit Example***

Assume you and your spouse are exactly the same age and have been married for more than one year and you die at age 54 with 28 years of Net Credited Service with an Aliant Plan formula benefit of \$959.

If Preretirement Survivor Benefit were commenced immediately following your death, the amount payable to your spouse would be \$423.10 for your spouse's life. This amount is calculated as follows: the \$959 Aliant Plan formula benefit is reduced to \$901.46 for early commencement (*i.e.*, a 6% reduction based on a 50/25 early retirement), then reduced to \$846.20 for conversion to the Joint and 50% Survivor Option form of payment, and then the survivor benefit is 50% of the \$846.20 (*i.e.*, \$423.10), which is the amount payable to your spouse upon your death.

#### **Single Participants**

If you are not married at the time of your death, a Death Benefit is payable with respect to your Aliant Plan formula benefit if you are an active employee at the time of your death and

- You have reached age 55 with at least 20 years of Net Credited Service, or
- You have reached age 50 with at least 25 years of Net Credited Service, or
- You have completed 30 or more years of Net Credited service, regardless of your age.

Your contingent annuitant will receive a benefit equal to the Aliant Plan formula benefit he or she would have received if you had elected Early Retirement beginning on the day of your death and had elected the Contingent Annuitant's Option (see "Optional Forms of Payment" section of this SPD).

The amount of the Death Benefit for your contingent annuitant would be one-third (1/3) of the benefit amount that would have been payable to you under the Contingent Annuitant's Option.

You may only elect to name one of your parents as the contingent annuitant for this Death Benefit. In order to do so, notify the Pension and Benefits Committee in writing. If you have not named a contingent annuitant, no Death Benefit is payable.

You may be entitled to a benefit under the regular Windstream nonbargaining formula or other Plan formula; if so, it is subject to a different survivor and death benefit provisions. See the SPD for details.

## **MAXIMUM BENEFIT**

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Certain limitations on pension payments are established from time to time by the Internal Revenue Service. If your pension amount exceeds any such limitation, you will be notified by the Pension and Benefits Committee.

## **REEMPLOYMENT**

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You will not accrue additional benefits under the Aliant Plan benefit formula following reemployment because the formula is frozen. You may continue, however, to earn Net Credited Service toward eligibility for early retirement and Continuous Service toward eligibility to commence a deferred vested benefit.

If, after you commence your Aliant Plan benefit, you are reemployed, benefit payments generally will be suspended while you are reemployed.

## **APPLYING FOR A PENSION**

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See the SPD for information regarding applying for a pension, including the strict deadlines for elections. If you need assistance in understanding a provision of the Plan, please contact a Merrill Lynch Service Representative at 1-800-228-4015 or visit our Benefits Online website at [www.benefits.ml.com](http://www.benefits.ml.com).

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