

**CP NATIONAL BARGAINING APPENDIX  
WINDSTREAM PENSION PLAN  
SUMMARY PLAN DESCRIPTION  
(July 1, 2023)**

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

This Summary Plan Description (SPD) provides a summary of the Windstream Pension Plan (the "Plan") as in effect on July 1, 2023 as applicable to former bargaining employees of CP National Corporation and related entities ("CP National") with a deferred vested benefit under the CP National provisions of the Plan.

This SPD has been prepared specifically for the former bargaining employees with a deferred vested benefit under the CP National provisions of the Plan. Separate SPDs have been prepared for other Windstream employees and former employees.

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

This SPD summarizes the most important features of the Plan. Please note that any summary of the Plan is subject to the actual terms of the Plan as set forth in the formal Plan documents. This SPD is intended to be only an outline and does not modify the actual Plan document, which is available for your inspection through the Plan Administrator. This SPD fulfills disclosure requirements of the Employee Retirement Income Security Act of 1974 and describes the Plan including the most recent changes.

### **CONTACT INFORMATION**

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

## CP NATIONAL BARGAINING APPENDIX

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This SPD/Appendix describes provisions applicable to former bargaining employees of CP National with a deferred vested benefit under the CP National provisions of the Plan. This Appendix is not applicable to persons who have already commenced their benefit.

Your benefit under the Plan will include both the benefit earned under the Retirement Plan for Employees of CP National Corporation (the "CP National Plan") prior to January 1, 1990 and the benefit earned under the CP National formula of the Plan (formerly part of the Alltel Corporation Pension Plan) after December 31, 1989.

### CP NATIONAL PENSION FORMULA

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Your CP National benefit is the benefit you earned under the prior CP National Plan and CP National formula of the Plan through your termination of employment.

#### CP National Deferred Vested Commencement

Your CP National benefit may be commenced at the following times:

- (i) At your CP National normal retirement date. Your normal retirement date is the last day of the month in which you attain age 65. If you were born on the first day of the month, the day you attain age 65 will be your normal retirement date.
- (ii) At or after the date you attain age 55 if you have 10 or more years of service. Your years of service are calculated using your period of employment with CP National prior to your termination of employment.

If you begin receiving your CP National benefit before your normal retirement date, your annual pension is reduced in accordance with the following table if you have 30 or more years of participation:

Pension Commencing at Age	Percentage
60 or later	100%
59	98%
58	96%
57	93%
56	90%
55	87%

If you retired prior to 1985, your annual pension is reduced for commencement before age 62.

If you begin receiving your CP National benefit before your normal retirement date, your annual pension is reduced in accordance with the following table if you have less than 30 years of participation:

<b>Pension Commencing at Age</b>	<b>Percentage</b>
65	100%
64	98%
63	96%
62	94%
61	92%
60	90%
59	88%
58	86%
57	84%
56	82%
55	80%

Your years of participation are based on your service with participating employers under the CP National provisions of the Plan (including the prior CP National Plan).

#### **Return to Work After Benefit Commencement**

If, after you commence your CP National benefit, you are reemployed by Windstream or a subsidiary, payment of your CP National benefit generally will be suspended.

## **CP NATIONAL FORMS OF PAYMENT**

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Your CP National benefit is calculated in the form of a single life annuity, which provides monthly payments to you for your life.

#### **CP National Normal Form of Payment**

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

##### *Single Participants*

If you are single, the normal form of payment for the CP National benefit is a Single Life Annuity. The Single Life Annuity provides monthly payments to you for your life. No additional benefits are paid after your death.

### *Married Participants*

If you are married, the normal form of payment for the CP National benefit is a 50% Qualified Joint and Survivor Annuity (the "QJSA"). The QJSA provides a reduced amount for your life and, following your death, 50% of the reduced amount to your spouse for life.

Your monthly payments under the QJSA will be less than a Single Life Annuity because payments are payable for both your lifetime and that of your spouse. The amount that your monthly payments are reduced is based on your age and your spouse's age when benefits commence. If your payments have begun and your spouse dies, your payments continue in the same amount and no additional benefits are paid after your death.

### **CP National Optional Forms of Payment**

Depending upon your personal needs, you may elect to receive your CP National benefit in another form of payment. If you are married and choose a form of payment other than the QJSA, your spouse must consent in writing to the election and the consent must be witnessed by a notary.

The optional forms of payment for your CP National benefit are the following:

Single Life Annuity  
Joint and Survivor Annuity  
Social Security Adjustment Option

#### *CP National Single Life Annuity*

The Single Life Annuity for your CP National benefit provides monthly payments to you for your life. No additional benefits are paid after your death. This is the normal form for a single participant and may be elected by a married participant.

#### *CP National Joint and Survivor Annuity*

The Joint and Survivor Annuity for your CP National benefit provides reduced monthly payments to you for your life, and, following your death, a designated percentage of your monthly benefit will be paid to your designated beneficiary for his or her lifetime. The designated percentage may be either 50% or 100%. If your spouse is your designated beneficiary, the designated percentage may be 50%, 75% or 100%.

Your monthly payments will be less than a Single Life Annuity because payments are payable for both your lifetime and that of your designated beneficiary. The amount that your monthly payments are reduced is based on the percentage designated, your age and your designated beneficiary's age when benefits commence. If your payments have begun and your designated beneficiary dies, your payments continue in the same amount and no additional benefits are paid after your death.

### *CP Social Security Adjustment Option*

The Social Security Adjustment Option provides monthly payments to you for your life adjusted for payment before and after the date when your Social Security benefits first become payable. The amount payable before the date when your Social Security benefits first become payable is increased and the amount payable after is decreased so that the total of your Plan benefit and your estimated Social Security benefit remains the same throughout. No additional benefits are paid under the Plan after your death.

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

## **CP NATIONAL PRE-RETIREMENT SPOUSE'S PENSION**

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

### **CP National Pre-retirement Spouse's Pension**

A Spouse's Pension with respect to your CP National benefit is payable only if you are vested in your CP National benefit, are married at your death, and have been married for at least one year at your death.

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

Your spouse may commence the Spouse's Pension with respect to your CP National benefit on or after the later of the date you died or the date you would have attained age 55 had you survived. The Spouse's Pension is reduced for commencement prior to normal retirement age in accordance with the tables in the "CP National Deferred Vested Commencement" section.

## **WHEN PAYMENTS ARE MADE**

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

If your benefit has an actuarial present value of \$5,000 or less, the benefit will be "cashed out" by paying its value in a single sum. You may make an election

between a cash payment or a direct rollover of your lump sum payment. Other payment options are not available.

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

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

If your benefit is cashed-out in a single sum and you are subsequently reemployed by Windstream, you will not accrue any additional benefits under the Plan.

## **BENEFITS FROM OTHER WINDSTREAM PLANS**

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

## **UNIFORMED (MILITARY) SERVICE**

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

## **SOCIAL SECURITY PAYMENTS**

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When you retire, you may receive income from Social Security. This is in addition to your pension from the Plan. Here is a brief review of benefits provided by the law in effect in 2023.

Social Security is payable in full when you retire at age 65 unless you were born after 1942, in which case unreduced benefits will be payable at later ages, up to age 67 for employees born after 1959. In addition, your spouse receives 50% of your benefit, if also of full retirement age. Reduced amounts are payable in either case as early as age 62.

Social Security pays income benefits to you and eligible dependents if you are disabled. Also, benefits are payable to eligible surviving family members if you should die. In any



event, you must apply for Social Security benefits; they are not paid automatically. You and your employer each pay equal taxes on your earnings toward the cost of Social Security.

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

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

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

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

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

The amount of your employer's contributions to the Plan are determined by an independent actuary for the Plan. The actuary evaluates the Plan annually and recommends adjustments to the contribution level on the basis of Plan experience.

Your employer's contributions are placed in a trust fund from which benefits are paid when due. Investment income, including gains and losses, are also part of the trust fund assets. It is anticipated, but not guaranteed, that these monies will be sufficient to provide the benefits specified under the Plan.

The expenses of administration of the Plan and the trust fund are paid from the trust fund or, upon election, by your employer.

## **AMENDMENT AND TERMINATION OF THE PLAN**

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Windstream intends that the Plan will be continued but reserves the right, in its sole discretion, to amend the Plan or to terminate the Plan at any time in any respect through action of its Board of Directors or the Board of Directors' delegate. If the Plan is ever terminated:

1. All Accrued Pensions will become fully vested in the respective participants.
2. Assets in the trust fund will be used to provide these benefits, and no assets will be used for any other purpose until the complete satisfaction of all such Accrued Pension obligations. After these obligations are met, any excess assets may revert to Windstream.
3. If the Plan should be terminated at a time when the liabilities exceed the assets and the deficiency is not made up, all of the assets will be allocated to retired and active participants in accordance with the provisions of applicable federal laws and regulations.

## **NONALIENATION OF BENEFITS**

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

## **QUALIFIED DOMESTIC RELATIONS ORDERS**

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

## **PLAN DOCUMENT (CONTROLS)**

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

## **ELECTRONIC COMMUNICATION**

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This SPD and other important Plan information may be delivered to you through electronic means. In this case, you are entitled to request a paper copy, free of charge, from the Plan Administrator. The paper version of this SPD (or other information) will contain substantially the same style and format, and the same content, as the electronic version.

## **NO EMPLOYMENT CONTRACT**

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

## RECEIVING LESS THAN YOU EXPECTED

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

- A delay in filing a proper application for pension benefits on a timely basis.
- Death prior to commencement of retirement benefits (if you are not married, the Plan does not provide any pre-retirement death benefit with respect to your CP National benefit).
- Death of a pensioner who has not taken an optional payment form with a death benefit.
- Death of a participant prior to being married for one year (spouse death benefits may not apply)
- Termination of employment prior to becoming vested.
- A "break in service" due to termination prior to completing five years of Vesting Service. Generally, a "one-year-break-in-service" is incurred if you cease employment and are not credited with at least 500 hours in the calendar year. If you are subsequently reemployed after five or more consecutive "breaks in service", your prior service generally is not reinstated.
- Termination of the Plan prior to full funding of benefits attributable to service prior to the termination date. In the event of termination of the Plan, assets are to be allocated to retired, active and terminated vested participants in accordance with the provisions of applicable federal laws and regulations.
- Calculation errors discovered by subsequent audit.
- Delay of retirement beyond initial eligibility date.
- Failing to defer commencement of your retirement benefit (*e.g.*, your benefit may be reduced for early commencement).
- Reemployment by Windstream (*e.g.*, suspension of your retirement benefit payments may occur).
- You cannot assign, transfer or attach your benefits nor use them as collateral for a loan. Your benefits can be assigned or attached by others in certain circumstances (*e.g.*, wrongdoing involving the plan, offsets for overpayments, and certain domestic relations orders). See also "Qualified Domestic Relations Orders" section above.
- Amendment of the Plan (*e.g.*, pursuant to Plan Amendment, the Plan is frozen).
- The Internal Revenue Code limits the annual benefit that you can receive from the Plan and all other tax-qualified plans maintained by Windstream companies. This limit generally affects highly compensated employees.

- The Internal Revenue Code limits the amount of compensation that may be considered under the Plan. This limit generally affects highly compensated employees.
- Benefits will be paid only if the Plan Administrator (or its delegate) decides in its discretion that the applicant is entitled to benefits under the Plan.
- Certain restrictions (e.g., payment of lump-sums) apply if the funded status of the Plan falls below certain thresholds. You will be notified if any of these restrictions become applicable under the Plan.
- The Plan is required by law to withhold taxes on payments from the Plan according to federal and state withholding rules in effect at the time of distribution. You will want to consult with your personal tax advisor regarding the tax treatment of your pension benefits.
- If you are overpaid from the Plan, the Plan Administrator may offset your current or future benefit payments or seek cash reimbursement to recover overpayments, subject to certain restrictions and limitations provided in ERISA.
- You do not keep the Plan Administrator advised of your current address so that you may receive Plan information in a timely manner.
- You do not make and/or appeal claims in accordance with the Plan's strict time limits.
- You do not file a lawsuit in accordance with the Plan's strict time limits following exhaustion of appeals.
- The formal Plan document is controlling if there are any discrepancies between the Plan document and this SPD.
- You fail to adhere to online security best practices. See the Department of Labor's Online Security Tips in Appendix III to this SPD.
- You fail 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).
- Only eligible rollover distributions may be rolled over to an individual retirement account (IRA) or other eligible retirement plan. An eligible rollover distribution does not include distributions made for life or minimum required distributions that are required to begin for participants on the April 1 of the year following the later of termination of employment or attainment of the applicable age, which is:
  - age 70½, if you attained age 70½ before January 1, 2020
  - age 72, if you attained age 70½ after December 31, 2019, and before January 1, 2023
  - age 73, if you attained age 72 after December 31, 2022, and age 73 before January 1, 2033
  - age 75, if you attain age 74 after December 31, 2032.

- The responsibility for payment and administration of your benefit may be transitioned to an insurance company through the purchase of a group annuity contract.

## **APPLYING FOR A PENSION**

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A pension application, the "Pension Package," may be obtained from the Merrill Service Center at 1-800-228-4015 or access Benefits Online at [www.benefits.ml.com](http://www.benefits.ml.com). Forms should be prepared according to the instructions attached to the Pension Package. To avoid delayed payments, the complete Pension Package, including all required attachments, should reach the Plan Administrator (at the address designated in the Pension Package) at least 30 days prior to your designated pension commencement date.

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

## **CLAIMS PROCEDURE**

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

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

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

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

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

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

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

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

No action for benefits under the Plan may be brought unless you (i) submit a claim for benefits within twelve months of the date the first payment would have been due or other action complained of occurred, (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 the adverse benefit determination on review. Any action relating to the Plan must be brought in the federal court for the Eastern District of Arkansas or in the courts of the State of Arkansas located in the district embraced by the federal courts for the Eastern District of Arkansas.

Special Rules regarding COVID Pandemic. On March 13, 2020, the President issued the Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19). On May 4, 2020, the Department of Labor issued “Extension of Certain Timeframes for Employee Benefit Plans, Participants, and Beneficiaries Affected by the COVID-19 Outbreak”, pursuant to which the date by which claimants may file a claim or an appeal of an adverse benefit determination under a plan’s claims procedure was extended until the earlier of (a) one year from the date a participant was first eligible for relief (note that the date you first became eligible for relief is the normal appeal deadline) or (b) July 10, 2023 (i.e., 60 days after the announced end of the National Emergency).

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

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for the company; (4) benefits for which you have not met all of the requirements at the time the plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TTD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at [www.pbgc.gov](http://www.pbgc.gov).

## STATEMENT OF ERISA RIGHTS

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

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

- Examine, without charge, at the Plan Administrator's office, all documents governing the plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a copy of the plan's annual financial report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (generally age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have the right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve months. The plan must provide the statement free of charge.

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

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

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

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the plan 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 (for example, if it finds your claim is frivolous).

**Assistance With Your Questions**

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

# PLAN DATA

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## Windstream Pension Plan

**Name of Plan:** Windstream Pension Plan

**Plan Sponsor:** Windstream Services, LLC  
4005 N. Rodney Parham Rd.  
Little Rock, AR 72212

Participants and beneficiaries may receive from the Plan Administrator, upon written request, a complete list of employers participating in the Plan, information as to whether a particular employer is a participating employer of the Plan and, if the employer is a participating employer, the employer's address. Similarly, the Plan Administrator and beneficiaries may receive copies of appropriate collective bargaining agreements referencing the maintenance of the Plan.

**Agent for Service of Legal Process:**

Windstream Services, LLC  
4005 N. Rodney Parham Rd.  
Little Rock, AR 72212

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

**Trustee:**

JP Morgan Chase Bank  
Investor Services  
1 Chase Manhattan Plaza, Floor 19  
New York, New York 10005-1401

**Plan Administrator:**

Benefits Committee  
Windstream Services, LLC  
4005 N. Rodney Parham Rd.  
Little Rock, AR 72212  
  
(501) 748-7000

**Employer Identification Number:**

85-2049794

**Type of Plan:**

The Plan is a pension plan under ERISA because it provides retirement income to vested employees.

The Plan is a defined benefit plan because your benefit is based on a formula (and not based on the value of assets in an individual account).

The Plan is intended to be a tax-qualified plan for purposes of the Internal Revenue Code.

**Plan**

**Identification Number:** 001

**Sources of Contributions of the Plan:** Payments into the Trust by the Employer with contribution amounts actuarially determined.

**Funding Medium:** Windstream Master Trust

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

## APPENDIX I: CYBERSECURITY

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The Employee Benefits Security Administration of the United States Department of Labor has issued online security tips for participants in 401(k) plans, which can be found at the following link: <https://www.dol.gov/sites/dolgov/files/ebsa/key-topics/retirement-benefits/cybersecurity/online-security-tips.pdf>. Below is a modified version of the Online Security Tips that has been customized for a pension plan.

Participants may estimate their pension benefits on-line from our Benefits Online website at [www.benefits.ml.com](http://www.benefits.ml.com).

### ONLINE SECURITY TIPS

You can reduce the risk of fraud and loss by following these basic rules:

- **REGISTER, SET UP AND ROUTINELY MONITOR YOUR ONLINE ACCOUNT**
  - Maintaining online access allows you to review your retirement benefit.
  - Regularly checking your online access reduces the risk of fraudulent access.
  - Failing to register for online access may enable cybercriminals to assume your online identity.
- **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-message-final.pdf/view>
    - <https://www.cisa.gov/reporting-cyber-incidents>