

AGREEMENT
BETWEEN
WINDSTREAM SERVICES, LLC.
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AND
COMMUNICATIONS WORKERS OF AMERICA

WHEREAS, Windstream Services, LLC (formerly known as Windstream Corporation) (hereinafter referred to as "Windstream") maintains the Windstream Pension Plan, as amended and restated (hereinafter referred to as the "Pension Plan"); and

WHEREAS, Windstream also maintains the Windstream 401(k) Plan, as amended and restated (hereinafter referred to as the "401(k) Plan"); and,

WHEREAS, some present participants in the Pension Plan and 401(k) Plan, are represented by local affiliates of the International Brotherhood of Electrical Workers ("IBEW") or by the Communications Workers of America ("CWA") and/or a local affiliate thereof, such organizations being hereinafter collectively referred to as the "Labor Organizations"; and

WHEREAS, the Labor Organizations have conducted discussions with Windstream relative to prospective participation in both the Pension Plan and the 401(k) Plan by those represented by the Labor Organizations; and,

WHEREAS, such discussions have been solely on behalf of employees covered by a collective bargaining agreement with one of the subsidiaries of Windstream listed on Exhibit A hereto (to the exclusion of any other subsidiary company of Windstream); and,

WHEREAS, it is understood that the aforesaid discussions do not affect the continuing appropriateness of the historic, local bargaining relationships between the Labor Organizations and affiliate companies of Windstream; and,

WHEREAS, it is understood that discussions relative to the Pension Plan and/or 401(k) Plan may be entered into, on mutual consent, at any time;

NOW, THEREFORE, IT IS AGREED:

A. Effective as of June 1, 2017, or as soon as administratively practicable thereafter, the Pension Plan shall be frozen to any employee who had 30 or more vesting years of service under the Pension plan on June 1, 2017 ("Impacted Employee"). For purposes of clarity, employees hired into bargaining units covered by this Agreement on and after March 1, 2012 are not eligible to participate in the Pension Plan. For purposes of clarity, any Impacted Employee who was a participant in the Pension Plan prior to June 1, 2017, (i) shall have an accrued benefit determined under the Pension Plan as if the Impacted Employee had terminated employment as of May 31, 2017 (or, if later, the date immediately preceding the day an Impacted Employee's accrued benefit under the Pension Plan is frozen upon attainment of 30 vesting years of service after June 1, 2017); (ii) shall continue to accrue vesting years of service for purposes of vesting and early retirement eligibility under the Pension Plan, and (iii) the other provisions of the Pension Plan shall be continued and maintained for the term of this Agreement without change

in the provisions of said Pension Plan as those provisions existed on the effective date of this Agreement.

B. All Impacted Employees who are accruing participants (have not had accruals previously frozen under the terms of a prior Agreement) in the Pension Plan on May 31, 2017 shall receive a one-time employer contribution to the 401(k) Plan in the amount of \$12,000. The contribution shall be made to the employees' 401(k) Plan account as soon as administratively possible after the freeze of the Pension Plan for the Impacted Employee and may be made in cash or shares of stock of Windstream Holdings, Inc. at the discretion of Windstream.

C. As soon as administratively practicable, a lump sum optional form of payment shall be added to the Windstream Pension Plan effective as soon as administratively practicable which may be elected in accordance with the Plan terms and IRS requirements, including spousal consent, and the value of which shall be based on the participant's age 65 accrued benefit (or actual age, if later) and the IRS applicable mortality table and applicable interest rate as amended from time to time.

D. As soon as administratively practicable, an early retirement option shall be added to the Pension Plan allowing participants of any age to retire with an unreduced accrued benefit for accrued benefits earned while covered under this or a prior Agreement if they have a total of thirty or more vesting years of service. This option shall be added to the Pension Plan as soon as administratively practicable after June 1, 2017 and may be elected in accordance with the Plan terms, IRS requirements and any other controlling law.

E. Employees who are participants in the Pension Plan, including Impacted Employees prior to the date their accruals are frozen, shall be permitted to participate in the 401(k) Plan on the following basis:

1. Employees will be permitted to make salary deferrals as defined for Federal Income Tax purposes (“Deferrals”) to the 401(k) Plan. The amount of the Deferrals will be the same as for all other eligible 401(k) Plan participants.
2. No employer contributions of any kind will be made to the 401(k) Plan.
3. All other 401(k) Plan terms shall otherwise apply.

F. Employees who are not participants in the Pension Plan (i.e., those employees hired into bargaining units covered by this Agreement on and after March 1, 2012) and for an Impacted Employee (effective on and after June 1, 2017 or, if later, the date an Impacted Employee’s accrued benefit under the Pension Plan is frozen at a later date), shall be eligible to participate in the 401(k) Plan on the following basis:

1. Employee Deferrals 1% to 50% (in increments of 1%) of 401(k) Plan compensation, as defined by the 401(k) Plan (subject to maximum limits set by the Plan).
2. Employer Contributions — For those employed on the last day of the 401(k) Plan Year, a 100% match of the first 3% of the employee's Deferrals, plus 50% of the next 2% of the employee's Deferrals. (The employee Deferrals referenced in the prior sentence do not include catch-up contributions.)
3. Participants that exceed the highly compensated definition as defined for Federal Income Tax purposes, adjusted annually by law, may be restricted in the amount that they are allowed to contribute to the Plan.
4. All other 401(k) Plan terms shall apply in the same manner applicable to non-bargaining employees, except that the employees shall not be covered by the safe-harbor formula provisions of the 401(k) Plan unless otherwise determined by the Windstream in accordance with IRS requirements.

G. Annually in February, Windstream will provide the Labor Organizations with a report which includes (a) the prior calendar year's financial performance of all investment

options which were available to 401(k) Plan participants, and (b) the prior calendar year's rate of participation in the 401(k) Plan by Employees.

H. The CWA and IBEW (the "Labor Organizations") agree to submit this agreement for ratification. Each Labor Organization will conduct a ratification vote within its own membership of employees that are covered by this Agreement, with a majority of ballots cast (combining the membership of all local affiliates of the respective parent labor organization) being determinative as to acceptance or rejection by that respective labor organization, all of that respective organization's affiliates, and all members. However, it is understood that Windstream would not be obligated to implement any changes in this Agreement unless and until both of the Labor Organizations ratify the tentative agreement calling for such changes. Should this agreement be ratified, the Labor Organization(s) representing participants in the Pension Plan and 401(k) Plan, and enjoying a collective bargaining relationship with any affiliate company listed on Exhibit A, hereto, hereby amend any pre-existing agreement with Windstream or any affiliate company listed on Exhibit A, and agree to comply with the terms and conditions of this Agreement and waive the right to bargain with respect to the subject of retirement benefits until April 31, 2019. Further, the Labor Organization will execute any and all documents necessary to implement the above.

I. This Agreement and the provisions hereof are subject to the drafting of appropriate language for formal amendments to the Pension Plan and 401(k) Plan and the continued tax qualified status of both the Pension Plan and 401(k) Plan.

J. This Agreement is effective from March 2, 2017 through February 1, 2019.

IN WITNESS WHEREOF, the parties have caused the Agreement to be effective
March __, 2017.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

By:_____

Date:_____

WINDSTREAM CORPORATION

By:_____

Date:_____

COMMUNICATIONS WORKERS OF AMERICA

By:_____

Date:_____

EXHIBIT A

The subsidiary companies of Windstream Services, LLC referenced in the foregoing Agreement are as follows:

- Windstream North Carolina, LLC
- Windstream Florida, Inc.
- Windstream Mississippi, LLC
- Windstream New York, Inc.
- Windstream Ohio, Inc.
- *Windstream Pennsylvania, LLC
- Windstream Western Reserve, Inc.
- **Windstream Kentucky East, LLC
- **Windstream Kentucky West, LLC

Employees of the above subsidiary Windstream companies represented by the Labor Organizations, as a part of a currently (December 2, 2016) recognized collective bargaining unit, are the only persons covered by this Agreement and the provisions hereof. Employees of Windstream subsidiary companies represented by the Labor Organizations, but not listed above, are not covered by or included within the provisions of this Agreement.

*Excluding employees of D & E Communications, Inc. represented by Local Union 1671 of the IBEW.

**Only those current Windstream Kentucky, LLC bargaining unit employees that were not employed in a CWA bargaining unit position by Kentucky ALLTEL, Inc. on October 5, 2003, or in an IBEW bargaining unit position by Kentucky ALLTEL, Inc. on February 7, 2004, respectively.