

**Summary Plan Description**  
**of the**  
**CenturyLink Union 401(k) Plan**

PLEASE READ THIS SUMMARY PLAN DESCRIPTION CAREFULLY  
AND KEEP IT FOR FUTURE REFERENCE.

The date of this Summary Plan Description is July 1, 2017

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## SECTION 1: INTRODUCTION

CenturyLink, Inc. (“CenturyLink”) maintains the CenturyLink Union 401(k) Plan (the “Plan”) to benefit eligible Employees of CenturyLink and other Participating Companies (individually or jointly, the “Company”). This summary plan description, referred to as the “SPD,” explains the main provisions and features of the Plan in effect on January 1, 2017. Please read this SPD carefully. It is important that you understand the Plan requirements and the benefits it can provide.

This SPD is a summary of the CenturyLink Union 401(k) Plan document as amended and restated January 1, 2017. The SPD does not and cannot modify the terms of the Plan document. This means that, in the event of inconsistencies between the SPD and the Plan document, the Plan document will control. The capitalized terms used but not defined in this SPD have the same meaning as in the Plan document.

The purpose of the Plan is to provide a convenient way for Employees who are eligible to save on a regular and long-term basis and to encourage such Employees to continue their careers with the Company.

The Plan is subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and is intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”). The Plan is intended to be an “ERISA Section 404(c) Plan.” Under an ERISA Section 404(c) Plan, if Participants provide investment instructions for the investment of their accounts in compliance with ERISA Section 404(c), the Plan fiduciaries (as explained in this SPD) will not be liable for investment gains or losses that are the result of the Participant’s investment instructions.

### **Keep Access to Your Plan Account Secure**

Data security is one of today’s biggest issues facing all of us as our world becomes more electronic and computer-based. The Company and the Committee encourage you to take steps to protect your personal information and to prevent unauthorized access of your Plan account.

#### **WAYS TO PREVENT UNAUTHORIZED ACCESS TO YOUR PLAN ACCOUNT**

The following are some of the ways to help prevent unauthorized access of your Plan account:

- Do not share your Plan account access information or passwords with anyone.
- Do not write down your Plan account access information or passwords. But, if you have to write them down, do not store them in a location that is easily accessible by others or on your computer in a location that can be easily hacked.
- Change your passwords from time to time.
- Periodically monitor your Plan account and, if you notice something amiss with your account, immediately contact the Wells Fargo Retirement Services Center (see page 3 for contact information).



## **SECTION 2: THE PARTIES RESPONSIBLE FOR THE PLAN AND ITS OPERATIONS**

The Plan Sponsor, the Plan Administrator, the Investment Fiduciary and the Trustee are the key parties that have duties and responsibilities regarding the Plan and its operation. Each of these party's specific duties and responsibilities regarding the Plan are summarized below.

### **Plan Sponsor**

**CenturyLink.** The Plan Sponsor is CenturyLink. CenturyLink is the term used in this SPD to refer to CenturyLink, Inc. The address and phone number of CenturyLink is:

CenturyLink, Inc.  
100 CenturyLink Drive  
Monroe, Louisiana 71203

Phone Number: 318.388.9000

**Employer Identification Number or EIN.** The "Employer Identification Number" assigned to CenturyLink by the Internal Revenue Service is 72-0651161.

**Participating Company.** A "Participating Company" is any employer that is related to CenturyLink and that has elected to allow its bargaining employees to participate in the Plan. You may make a written request to the Committee to find out whether or not a particular entity is a Participating Company. Written requests should be sent to the Wells Fargo Retirement Services Center (see page 3 for contact information).

**Company.** "Company" is the term used in this SPD to refer to CenturyLink and the Participating Companies either individually or jointly as the context requires.

### **Plan Administrator**

The Plan Administrator keeps the Plan's records and has the sole authority, right and discretion to determine all matters of fact or interpretation relative to the administration of the Plan, including questions of eligibility for participation and benefits, interpretation of Plan provisions, communications with Participants and their beneficiaries, and otherwise generally is responsible for Plan operations. The decisions of the Plan Administrator, and any other person or group to whom the Plan Administrator has delegated its authority and discretion, will be conclusive and binding on all persons. References in this SPD to the Plan Administrator include any delegates.

**CenturyLink Employee Benefits Committee (the "Committee").** The CenturyLink Employee Benefits Committee, also referred to as the Committee, has been appointed by the Board of Directors of CenturyLink, Inc. to serve as the Plan Administrator. The Committee is not responsible for Plan investments and does not have the power to amend the Plan. (See page 4 for information about the investment fiduciary and page 53 for information about Plan amendment authority.)

Each member of the Committee serves until his or her successor has been appointed, or until he or she resigns or is removed by the Board of Directors of CenturyLink or its delegate. Committee members do not receive compensation for their service on the Committee.

You may contact the Committee at:

CenturyLink Employee Benefits Committee  
c/o CenturyLink, Inc.  
214 E. 24th Street  
Vancouver, WA 98663

The Committee may delegate some or all of its authority to delegates. References to the Committee include these delegates. CenturyLink and the Committee have delegated authority with respect to certain matters to officers, Company employees and third party administrators.

**Wells Fargo.** The Committee has appointed Wells Fargo Bank, N.A. (“Wells Fargo”) as the Plan’s third party administrator and recordkeeper to assist the Committee in carrying out its duties and responsibilities with respect to the Plan. For example, Wells Fargo has been delegated certain authority by the Committee to accept enrollments, contribution designations and changes, investment directions, beneficiary designations, requests for distributions, loans, *etc.* from Participants.

**Wells Fargo Retirement Service Center.** The Wells Fargo Retirement Service Center is your primary resource for information regarding your Account and the Plan, including obtaining the plan document, forms, *etc.* The mailing and delivery address of the Wells Fargo Retirement Service Center, and its phone number and website are:

Wells Fargo Retirement Service Center  
DSR D1118-026  
1525 W. WT Harris Blvd.  
Charlotte, NC 28262

Phone number: 877.379.0118

Website: [www.wellsfargo.com/retirementplan](http://www.wellsfargo.com/retirementplan)

**Accessing Your Plan Account.** You are able to access your Plan Account from the Intranet using your normal desktop ID and password. From the Compass (Intranet) Home page, in the bottom left navigation, under Popular Forms & Tools, select 401k. This will open the single sign-on page. Enter the user name and password that you use to sign on to the computer.

You may also access your account at [www.wellsfargo.com/retirementplan](http://www.wellsfargo.com/retirementplan). To register, first go to [www.wellsfargo.com/retirementplan](http://www.wellsfargo.com/retirementplan) and then click on First Time User. You will need your Social Security number (SSN), date of birth, and email address. You will be guided through a short series of questions and instructions to set up your account.

If you are signing on from home, visit [www.wellsfargo.com/retirementplan](http://www.wellsfargo.com/retirementplan) and then select “Sign on now” in the Account Access box of the home page.

## **Investment Fiduciary - CenturyLink Investment Management Company**

The CenturyLink Investment Management Company, or CIM, has been appointed by the Board of Directors of CenturyLink to serve as the Plan's Named Fiduciary for all purposes related to the management and investment of Plan assets. CIM is a corporation that is a subsidiary of CenturyLink. CIM is located at 931 14<sup>th</sup> Street, 12<sup>th</sup> Floor, Denver, CO 80202.

With respect to the Plan, CIM has the authority to, among other things, without limitation: appoint and remove trustees, investment managers and other investment-related service providers; monitor the performance of all investment-related service providers; enter into agreements and amendments to those agreements; approve processes and policies for payment of investment-related Plan expenses; and, determine general investment strategies for Plan assets. Participants, however, are responsible for selecting how to invest their Accounts among the various funds offered (see Section 6: Investment of Your Plan Account beginning on page 24 for more information about Participant investment direction).

***Investment Manager.*** An "Investment Manager" is a firm to which CIM has delegated the authority to manage the investment of a portion of Plan assets. You can find information about the Investment Managers for the Plan investment funds on the Fund Fact Sheets. You can view or request a copy of the Fund Fact Sheets by calling the CenturyLink Benefits Line at 800.729.7526 or Wells Fargo Retirement Services at 877.379.0118, or signing on to the CenturyLink Intranet or [www.wellsfargo.com/retirementplan](http://www.wellsfargo.com/retirementplan). This information is subject to change at any time without advance notice. For current information, contact the Wells Fargo Retirement Service Center (for phone number and website, see page 3).

## **Self-Directed Brokerage Account**

The Plan makes available a self-directed brokerage account (see Section 6: Investment of Your Plan Account beginning on page 24 for more information about Participant investment of Plan accounts). The self-directed brokerage account is made available through Charles Schwab & Company, Inc. ("Schwab"). You can contact Schwab through the Schwab PCRA Call Center at 888.393.7272 (PCRA).

## **Trust Fund and Trustee**

A trust fund has been established to receive and hold the contributions to the Plan. The Plan's trust fund is known as the CenturyLink, Inc. Defined Contribution Plan Master Trust (the "Trust").

A trustee is responsible for making certain that the Trust holds the assets of the Plan for the exclusive benefit of Participants and beneficiaries. The trustee of the Trust is The Northern Trust Company (the "Trustee"). The Northern Trust Company will serve as the Plan's Trustee until it is removed by CIM or resigns. The Northern Trust Company is not responsible for the management, investment and/or control of the assets of the Trust established with respect to the Plan and/or for the disbursement of benefits, except as directed by CIM or the Committee, as applicable.

You may contact the Trustee at:

The Northern Trust Company  
50 S. LaSalle St.  
Chicago, IL 60603

Phone number: 312.557.3540

### **Agent for Service of Legal Process**

In the event you ever feel it necessary to take legal action against the Plan, “service of legal process” may be made upon the General Counsel, CenturyLink, Inc., 100 CenturyLink Drive, Monroe, Louisiana 71203. Service of legal process also may be served on the Trustee or the Committee at the addresses indicated in this SPD.

***Any lawsuit to enforce a claim for Plan benefits or to interpret the Plan  
may be brought ONLY by civil action  
in the United States District Court for the Western District of Louisiana.***

***Where You Can File A Lawsuit Against the Plan.*** By virtue of your participation in the Plan, (1) you are deemed to have irrevocably consented to the jurisdiction and venue in the United States District Court for the Western District of Louisiana as the only court in which you can bring lawsuits to enforce a claim for Plan benefits or to interpret the Plan and (2) you also are deemed to have agreed to irrevocably waive any defense based on lack of venue, personal jurisdiction, *forum non conveniens*, transfer, priority doctrines and any other defenses of similar type or import.

### **Collective Bargaining Agreement**

The Plan is maintained in accordance with collective bargaining agreements. You can view the collective bargaining agreement that applies to your group of employees on the CenturyLink Intranet home page by clicking on the HRLink and then under the Human Resources section click on Labor Relations.

## **SECTION 3: PARTICIPATING IN THE PLAN**

### **Covered Employees**

Only certain categories of employees of the Company, referred to in the Plan and this SPD as “Covered Employees,” may become eligible to participate in the Plan. You are a Covered Employee if:

- You are a full-time Bargaining Employee who is employed by the Company.
- You are a part-time Bargaining Employee. You are a part-time employee if you are regularly scheduled to work fewer than 30 hours each week.
- You are a temporary or seasonal Bargaining Employee whose collective bargaining agreement provides that he is eligible to participate in the Plan. (See page 5 for information on where to find your collective bargaining agreement.)

A “Bargaining Employee” is an employee who is represented for collective bargaining purposes by a labor organization within the meaning of the Labor Management Relations Act and whose retirement benefits are governed by a collective bargaining agreement.

### **Ineligible Employees**

An ineligible employee is an employee who is not a Covered Employee. You are not a Covered Employee and, as a result, you are not eligible to participate in the Plan if:

- You are an employee whose governing collective bargaining agreement does not provide for your participation in the Plan.
- You are a Non-Bargaining Employee.
- You are employed by the Company in a temporary or seasonal employment category as defined by the Company in its sole discretion, unless the collective bargaining agreement governing your terms of employment provides for your participation in the Plan.
- You are a Leased Employee. A “Leased Employee” is any person who performs services for the Company under the Company’s primary direction or control, pursuant to an agreement between the Company and a leasing organization.
- You are a nonresident alien who receives no earned income from a source within the United States.
- You are an independent contractor.
- You are an employee of an entity that does not participate in the Plan as a Participating Company.
- You are a Project Based Employee. A “Project Based Employee” is an Employee who, on or after May 23, 2016, (a) is categorized in the Company’s payroll system as a “project based

employee,” (b) is hired by the Company for a known period that is projected not to exceed an aggregate of 24 months, whether or not the months are consecutive, and (c) is employed by the Company to perform services pursuant to a specific contract, which is between the Company and an external customer of the Company and which contains an assessed “completed by” date.

## **Participating Groups of Covered Employees**

While all Covered Employees who elect to participate in the Plan can make Pre-Tax Contributions, Roth Contributions and After-Tax Contributions, the Plan provides different benefits to different groups of Covered Employees based on the Plan benefits negotiated under the applicable collective bargaining agreement. (See page 5 for information on where to find your collective bargaining agreement.) The following are the current groups of Covered Employees eligible to participate in the Plan:

- **Group A Participants.** Group A Participants include those who participated in the CenturyLink, Inc. Union Group Incentive Plan and Trust (the “Group Incentive Plan”) or the Telephone USA of Wisconsin, LLC Union 401(k) Plan and Trust (the “Telephone USA Union Plan”) prior to December 31, 2006 (prior to its merger with the Plan).
- **Group B Participants.** Group B Participants include those who participated in the CenturyTel, Inc. Union Retirement Savings Plan and Trust (the “Retirement Savings Plan”) prior to December 31, 2006 (prior to its merger with the Plan).
- **Group C Participants.** Group C Participants were participants in the Madison River Communications Corp. Profit Sharing & 401(k) Plan and Trust (the “Madison River Plan”) prior to August 31, 2007, at which time the portion of the Madison River Plan covering union employees was merged into this Plan.
- **Group D Participants.** Group D Participants were participants in the Embarq Retirement Savings Plan for Bargaining Unit Employees (the “Embarq RSP”) prior to April 1, 2012, at which time the Embarq RSP was merged into this Plan.
- **Group E Participants.** Group E Participants were participants in the Centel Retirement Savings Plan for Bargaining Unit Employees (the “Centel Plan”) prior to April 1, 2012, at which time the Centel Plan was merged into this Plan.
- **Group F Participants.** Group F Participants were participants in the Qwest Savings and Investment Plan (the “QSIP”) prior to April 1, 2012, at which time the portion of the QSIP covering union employees was merged into this Plan.

## **When Your Plan Participation Commences**

A Covered Employee who meets the Plan’s applicable eligibility requirements is known as a “Participant.”

If you are a Covered Employee, you are eligible to participate in the Plan and become a “Participant” as soon as administratively practicable following the date of your employment or reemployment by the Company as a Covered Employee.

Once you are a Participant, you can make Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions (individually or together, “Employee Contributions”), to the extent permitted under your collective bargaining agreement, and receive allocations of Company Matching Contributions. (See page 5 for information on where you can find your collective bargaining agreement.)

Also, once you are a Participant, you should designate a beneficiary who will receive your Account balance in the event of your death before your Account has been fully paid to you. See Section 11: What Happens To Your Plan Account If You Die for more information about designating a beneficiary.

### **Making Employee Contributions**

If you are a new Participant, you must take action to enroll in the Plan. To do so, you need to make a new contribution election through the Wells Fargo Retirement Service Center. Contact information for the Wells Fargo Retirement Service Center can be found on page 3.

As part of your new Participant election, you will elect to defer receipt of a portion of your Compensation (in whole percentages) and that amount will be deducted from your Compensation and deposited with the Plan on your behalf. As part of your election, you will designate whether some or all of your Employee Contributions will be made as Pre-Tax Contributions, After-Tax Contributions and/or Roth Contributions.

The Compensation from which you can make Employee Contributions is described in Compensation Used for Plan Contributions on page 15. Because Plan-eligible Compensation is paid to you in two different ways -- that is, (1) some of your Compensation is paid to you on each regularly scheduled payroll date and (2) some of your Compensation is paid to you at irregular intervals (referred to in this SPD as “Bonus Compensation,” see page 17), you will need to make two separate elections if you want to make Employee Contributions from both types of Compensation.

***You may need to make TWO separate elections:***

***(1) One election for Employee Contributions  
from your Compensation paid each regularly scheduled payroll period.***

***(2) A second election for Employee Contributions  
from your Compensation paid at irregular intervals (“Bonus Compensation”).***

If you want to make Employee Contributions from your regularly scheduled payroll period Compensation (other than Bonus Compensation), you will need to make an election to defer receipt of a portion of your Compensation that otherwise would be paid to you each payroll period, and based on your election, that amount will be deducted each payroll period and will be deposited with the Plan on your behalf. As part of your deferral election, you will designate

whether some or all of the Employee Contributions to be deducted from your payroll period Compensation will be made as Pre-Tax Contributions, After-Tax Contributions and/or Roth Contributions. Your election to make Employee Contributions from your payroll period Compensation must be made in whole percentages of Compensation.

Your initial Employee Contribution election generally will become effective on the first day of the first payroll period occurring as soon as administratively practicable following the Committee's receipt of your election, subject to the administrative rules adopted by the Committee in its sole discretion.

***Separate Election Required To Make Employee Contributions From Bonus Compensation.***

If you want to make Employee Contributions from your Bonus Compensation, you will need to make a separate election to defer receipt of a portion of your Bonus Compensation that otherwise would be paid to you, and that amount will be deducted from your Bonus Compensation at the time it otherwise is scheduled to be paid and will be deposited with the Plan on your behalf. As part of your election to defer your Bonus Compensation, you will designate whether some or all of the Employee Contributions to be deducted from your Bonus Compensation will be made as Pre-Tax Contributions, After-Tax Contributions and/or Roth Contributions. Your election to make Employee Contributions from your Bonus Compensation must be made in whole percentages of Bonus Compensation. **Note: Your election to make Employee Contributions out of your Bonus Compensation operates completely separate from your election to make Employee Contributions from your Compensation that is paid to you on regularly scheduled payroll dates.** In other words, a change in your election with regard to Employee Contributions deducted from your Compensation, which is paid each regularly scheduled payroll period, will not impact or affect your election with regard to Employee Contributions from your Bonus Compensation.

***Voluntary Automatic Increase Option.*** When you voluntarily make changes in your rate of contributions or the type of contributions you want to make, you also can select the "automatic increase" option. Under this option, you can elect to automatically increase your Employee Contribution and you get to set the maximum percentage at which to stop the automatic annual increases.

For example, assume you are enrolled in 2017 at the 3% Pre-Tax Contribution level. Assume in August 2017 you elect to change your contribution to 4% of your payroll period Compensation and at that time you also elect the voluntary automatic increase option and elect to increase your Employee Contribution percentage by 1% each year, until your contribution rate is 20%. As a result of this election, as of April 1, 2018, your Employee Contribution will be increased automatically by 1%, from 4% to 5%. As of April 1, 2019, and each year after that, your Employee Contribution will be increased automatically by an additional 1%, until the April 1 you are contributing 20% for the year from your payroll period Compensation.

***Target My Retirement® Automatic Increases.*** If you choose to participate in Target My Retirement® (see explanation beginning on page 28) and choose to elect automatic increases, your Employee Contribution percentage rate will increase by 1% annually as of January 1 of each year until your Employee Contribution percentage rate reaches 10%. After your Employee Contribution percentage rate reaches 10%, it will no longer be automatically increased -- to



continue to increase your savings, you will need to affirmatively elect to have your Employee Contribution percentage increase.

### **Eligibility for Company Matching Contributions**

To encourage you to save for your retirement, the Company makes Matching Contributions to the Plan. Subject to the terms of your collective bargaining agreement, you are eligible to receive Matching Contributions for each pay period you make a Pre-Tax, Roth Contribution, and/or After-Tax Contribution (in any combination), and on the Pre-Tax Contribution, Roth Contribution, and/or After-Tax Contribution (in any combination) that you make from your Bonus Compensation. (See page 5 for information on where you can find your collective bargaining agreement.) Catch-Up Contributions are not matched by the Company unless they are later re-characterized as regular Pre-Tax Contributions and/or Roth Contributions as explained in the “Catch-Up Contributions” section. See Matching Contributions on page 15 for the amount of Matching Contributions that the Company will make.

***Planning Consideration.*** Don't leave any money on the table! Be sure to check your specific collective bargaining agreement to find out what level of Employee Contributions allows you to receive the maximum Company Matching Contribution. (See page 5 for information on where you can find your collective bargaining agreement.)

### **Ceasing Participation**

Your active participation in the Plan ends on the date you terminate employment with the Company or if you transfer to a position in which you would not be a Covered Employee who is eligible to participate in the Plan (such as when you become a Non-Bargaining Employee).

Once you terminate employment with the Company, a record of your termination date is sent to the Wells Fargo Retirement Service Center. The Service Center updates your contribution rate for all Employee Contribution types to zero percent (0%) and notifies the Company's payroll department. The Company's payroll department updates your payroll records to reflect the zero contribution rate. As a result, if you receive Compensation or Bonus Compensation after your employment termination date and after your zero contribution rate is entered on the Company's payroll system, contributions will not be deducted from your post-termination compensation.

Your Plan account continues to be held in the Plan and you should continue to direct the investment of your Plan account (see Section 6: Investment of Your Plan Account) until you become eligible to elect to receive a distribution from your account (see Section 8: Distributions).

### **Participation upon Rehire**

You will once again participate in the Plan upon your rehire by the Company as a Bargaining Employee in a Covered Employee classification (see page 6). However, you will need to take action to once again enroll in the Plan (see Making Employee Contributions on page 8).

## **SECTION 4: PLAN ACCOUNTS AND CONTRIBUTIONS**

### **Plan Accounts**

When you become a Participant in the Plan, an Account is established in your name. For recordkeeping purposes, your Account may be made up of any of the following types of sub-accounts:

- Pre-Tax Accounts
- Match Accounts
- ESOP Accounts (closed to new contributions and investments, see More Information about the CenturyLink Stock Fund on page 30)
- Roth Accounts
- Rollover Accounts
- After Tax Accounts
- Roth Rollover Accounts

The rest of this Section describes each of the contributions that are deposited in these subaccounts in more detail.

### **Pre-Tax Contributions**

Pre-Tax Contributions are the portion of your Compensation that you elect to contribute to the Plan before you pay income tax on it. Any investment gain on your Pre-Tax Contributions accumulates on a tax-deferred basis. This can be a powerful factor in helping you save for your retirement. Your savings in the Plan may grow faster than if invested outside the Plan because the principal and earnings are not taxed until they are distributed. Although Pre-Tax Contributions are not subject to income tax until distribution, they are subject to Social Security taxes. Pre-Tax Contributions are matched by the Company, subject to the applicable collective bargaining agreement (see page 15 for information about the Company's Matching Contributions). (See page 5 for information on where to find your collective bargaining agreement.)

### **Roth Contributions**

Roth Contributions are the portion of your Compensation that you elect to contribute to the Plan after you have paid income tax on it. Any investment gain on your Roth Contributions accumulates on a tax-deferred basis. However, unlike regular After-Tax Contributions, when you take a qualified distribution you are not taxed on either the Roth Contributions or any investment gain on those contributions. Roth Contributions are matched by the Company, subject to the applicable collective bargaining agreement (see page 15 for information about the Company's Matching Contributions). (See page 5 for information on where to find your collective bargaining agreement.)

### **After-Tax Contributions**

After-Tax Contributions are the portion of your Compensation that you elect to contribute to the Plan after you have paid income tax on it. Any investment gain on your After-Tax Contributions accumulates on a tax-deferred basis. At distribution, your after-tax savings in the Plan are taxed only on the portion that is investment gain (if any). Because your contributions are made on an after tax basis, they are not taxed when distributed to you. After-Tax Contributions are matched by the Company, subject to the applicable collective bargaining agreement (see page 15 for

information about the Company's Matching Contributions). (See page 5 for information on where to find your collective bargaining agreement.)

### **Maximum Amount of Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions**

You may contribute up to the percentage of your Compensation for each payroll period (or other payment period applicable to your Bonus Compensation) as Pre-Tax Contributions, Roth and/or After-Tax Contributions, in any combination as may be permitted under your collective bargaining agreement, as follows:

- If you are a Group A Participant, Group B Participant, Group D Participant, Group E Participant, or Group F Participant, your Employee Contributions in a Plan Year will be any whole percentage that is at least 1% and shall not exceed 80% of your Compensation for each pay period (or other payment period applicable to your Bonus Compensation).
- If you are a Group C Participant, your Employee Contributions in a Plan Year will be any whole percentage that is at least 1% and shall not exceed 92% of your Compensation for each pay period (or other payment period applicable to your Bonus Compensation).

A change in your Compensation or Bonus Compensation will result in an automatic change in the dollar amount (but not in the whole percentage) of your Employee Contributions.

In addition, a Participant's Pre-Tax Contributions and Roth Contributions are limited each year by Federal tax laws. The maximum annual Pre-Tax Contributions and Roth Contributions you can make to the Plan and any other 401(k) or 403(b) plans, combined, is limited to \$18,000 for the 2017 calendar year. After 2017, this maximum amount may be increased based on the cost of living adjustment, if any, made by the federal government. The Committee may have to further limit the maximum amount you are allowed to contribute in order for the Plan to satisfy certain requirements under the federal pension laws. You will be notified in this event.

***What Happens If You Contribute More Than The Maximum Annual Dollar Limit?*** Your Pre-Tax Contributions and Roth Contributions that exceed the maximum annual dollar amount are subject to double taxation unless the excess contributions are timely returned to you. To have excess contributions returned to you, you must submit a request to the Wells Fargo Retirement Service Center before March 1 following the calendar year in which your contributions exceed the maximum annual limit. If you have any questions about these rules, please contact the Wells Fargo Retirement Service Center at the phone number listed on page 3 of this SPD.

CenturyLink will automatically discontinue your Pre-Tax Contributions and your Roth Contributions to the Plan if your contributions to the Plan reach the maximum annual dollar limit in a calendar year.

***What About Your Participation in Other 401(k) or 403(b) Plans?*** If you have contributed to other 401(k) or 403(b) plans during the year, it is **your** responsibility to monitor the maximum annual dollar limit and stop your Pre-Tax Contributions and Roth Contributions before you exceed the annual limit when taking those contributions to those other plans into account.

## Catch-Up Contributions

If you are age 50 or older in a Plan Year, you may make an additional Pre-Tax Contribution and/or Roth Contribution that exceeds the Plan's contribution percentage limit (80%) or the maximum annual dollar limit (\$18,000 for 2017) described above. This is known as a "Catch-Up" Contribution. For 2017, you can make a Catch-Up Contribution of up to an additional \$6,000. After 2017, the annual Catch-Up Contribution limitation may be increased based on the cost of living adjustment, if any, made by the federal government. However, in order to be eligible to make a Catch-Up Contribution, you must attain the maximum annual dollar limit in your Pre-Tax Contribution and/or Roth Contribution Account, so if you would like to make a Catch-Up Contribution, be certain to plan your contributions accordingly.

For example, assume you have made a Pre-Tax Contribution and a Catch-Up Contribution election in January, but you underestimated your contribution to your Pre-Tax Contribution Account so that by December, you have only contributed \$15,000 to that account but you have contributed \$6,000 to your Catch-Up Contribution Account. The amounts necessary to have you attain the maximum annual dollar limit in your Pre-Tax Contribution account (for 2017, \$18,000) will be re-characterized from your Catch-Up Contribution Account to your Pre-Tax Contribution Account. In this example, that means, \$3,000 will be re-characterized from your Catch-Up Contribution Account to your Pre-Tax Contribution Account. The amounts re-characterized into the Pre-Tax Contribution Account will be eligible for a Company Matching Contribution, in accordance with Plan terms. However, because of this miscalculation, you missed the opportunity to contribute for 2017 the full \$18,000 in Pre-Tax Contribution and \$6,000 to your Catch-Up Contribution Accounts for the applicable maximum annual dollar limit of \$24,000. It is important to plan and monitor your contributions for the entire plan year accordingly.

Catch-Up Contributions are not eligible for Company Matching Contributions.

## Rollover Contributions

A Covered Employee can make a Rollover Contribution to this Plan on any date on which he is a Covered Employee, even if he has not yet satisfied the applicable eligibility requirements to become a Participant (see, Section 3: Participating in the Plan on page 6). A former Employee who is a vested Account Owner may make a Rollover Contribution in accordance with procedures approved by the Committee. If you are a Covered Employee or a former Employee who is a vested Account Owner, you may deposit into the Plan an eligible rollover you received directly from another eligible tax qualified plan or Individual Retirement Account ("IRA").

**Note: If the distribution was not paid as a direct rollover, you must deposit the assets into the Plan and provide the required documentation within 60 calendar days of the date of the check received from your previous employer's retirement plan or your traditional IRA.**

An eligible retirement plan includes tax-qualified plans such as 401(k), profit sharing and pension plans. An eligible retirement plan also includes a Code Section 403(b) plan and a Section 457(b) plan maintained by a governmental entity (but not a tax-exempt entity). An IRA for eligible Rollover Contribution purposes includes a traditional IRA or a Roth IRA but not a

Coverdell Education Savings Account. Rollovers of Roth money contributed to a tax-qualified plan are eligible to roll over into the Plan.

Distributions you receive from the Plan may be treated differently than those from your prior retirement plan and the deposit of your rollover may impact the tax treatment of later distributions you receive from the Plan. In particular, all distributions you receive from the Plan prior to age 59½ are subject to a 10% tax penalty unless an exception applies. While distributions from a Section 457 plan are not currently subject to this tax, if you roll over monies from a Section 457 plan to the Plan, the later distribution of the Section 457 rollover may be subject to this tax. Also, you may not elect special lump sum tax treatment (available if you were born before January 1, 1936) if you rolled amounts into the Plan from a Section 403(b) tax sheltered annuity contract, a governmental Section 457 plan, or from an IRA not originally attributable to a tax-qualified employer plan.

To initiate a Rollover Contribution into the Plan, contact the Wells Fargo Retirement Service Center at the phone number or website listed on page 3. Before you elect to make a Rollover Contribution to the Plan, you should consult with a qualified tax advisor to make sure you have a clear understanding of the rules imposed on rollovers. **Note: Once deposited in the Plan, any rollover contribution amount is subject to the provisions of the Plan.**

Rollover Contributions are not eligible for Company Matching Contributions.

### **Employee Contribution Election Changes**

Generally, your elections as to the whole percentage of your Compensation and/or your Bonus Compensation to be made as Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, and/or Catch-Up Contributions remain in effect from year to year. At any time, you may prospectively increase, decrease or stop the amount of your Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, and/or Catch-Up Contributions by making a contribution change election through the Wells Fargo Retirement Service Center (see page 3 for its phone number and website). Your Employee Contribution election (or change of your election) will become effective on the first day of the first payroll period occurring as soon as administratively practicable following the Plan's receipt of your contribution election, subject to the administrative rules adopted by the Committee in its sole discretion; If multiple changes are made in one day the last change of the day made by 3:00 CT will be accepted until any subsequent changes are made to your contribution percent. Generally, this means that any changes or subsequent changes to your contribution percentage will take effect within two pay periods, depending on when you make the change.

***Because your elections to make Employee Contributions  
from your Compensation and from your Bonus Compensation  
are separate and operate independently,  
be sure to consider if you need to change both elections to achieve the desired result.***

***Automatic Suspension of Contributions Upon Hardship Withdrawal.*** Your Employee Contributions (and related Matching Contributions) to the Plan will be suspended for six months

following any hardship withdrawal paid to you. At the end of the six month period, you will be automatically re-enrolled in the Plan at the same rate before the suspension. See Hardship Withdrawal on page 34 for more information about hardship withdrawals.

## **Matching Contributions**

If you meet the Plan's eligibility requirements and you elect to make Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions, the Company will make a Matching Contribution to your Plan Account. Matching Contributions for Employee Contributions deducted from your Compensation are made each payroll period. Matching Contributions for Employee Contributions deducted from your Bonus Compensation are made at the time the payment of the Bonus Compensation is regularly scheduled to be made.

Please refer to your collective bargaining agreement to find out what is the Company's Matching Contribution that applies to you (see page 5 for information on where to find your collective bargaining agreement) or contact the Wells Fargo Retirement Service Center at the phone number or website listed on page 3.

***Planning Consideration.*** Don't leave any money on the table! Check your specific collective bargaining agreement to see what level of Employee Contributions allows you to receive the maximum Company Matching Contribution. For example, under several collective bargaining agreements, a Covered Employee would need to defer 6% of eligible Compensation each pay period of the year to receive the maximum Company Matching Contribution for that year. Depending on your retirement savings goal, you also may want to consider contributing more than 6% of your eligible Compensation. You should consult with your personal financial advisor or utilize the retirement planning tools available through the Wells Fargo Retirement Service Center (see page 3 for contact information) to determine how much you should contribute to help you toward your retirement savings goal.

If you do not have any Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions in a pay period, you will not receive a Matching Contribution for that pay period.

Matching Contributions will not be made on amounts that are contributed as Catch-Up Contributions, unless they are later re-characterized as regular Pre-Tax Contributions and/or Roth Contributions as explained in "Catch-Up Contributions" on page 13.

## **Compensation Used for Plan Contributions**

All contributions made to the Plan are based on a specific definition of "Compensation." For purposes of the Plan, Compensation means the salary that the Company pays for your services rendered in the course of employment and that is includible in gross income for federal income tax purposes. Generally, Plan Compensation includes:

- Base pay;
- Annual lump sum merit awards; merit awards for performance on specific job projects; annual lump sum team incentives and gain share awards;

- Commissions;
- Incentive compensation including marketing and team incentive compensation, as determined from payroll records;
- Employee contributions made on a pre-tax basis to the Plan or other tax-qualified plan, any cafeteria plan and any transportation fringe benefits program maintained by the Company;
- Retroactive wage increases;
- Taxable short-term disability benefits paid under a Company-sponsored disability plan;
- Imputed base pay for non-paid union time solely related to the Company's business and other payments similar in nature bargained for by the Participant's collective bargaining representative;
- Amounts received while on a leave of absence, including military or political leave of absence approved by the Company;
- Lump sum or bi-weekly payments under the Reassignment Pay Protection Allowance;
- Amounts received pursuant to the Qwest Bonus Plan; and
- For Group B Participants only, overtime pay; provided that if a Group B Participant has fewer than 80 hours of standard pay in his two-week payroll period, overtime pay is converted to standard pay until he has 80 hours for Plan purposes.

Compensation does not include any:

- Overtime (except for Group B Participants, as described above);
- Shift differentials;
- Personal vehicle reimbursements;
- Compensation received from a nonqualified deferred compensation plan;
- Other premium pay including awards associated with any type of Employee suggestion plan or special community service project;
- Payments received from redeployment plans;
- Non-taxable short-term disability benefits paid under a Company-sponsored disability plan;
- Differentials based on geographic location;
- Pay in lieu of unused vacation;
- Workers' compensation payments;

- Foreign service premiums, differentials, or housing allowances;
- Moving and relocation expenses, including, but not limited to relocation pay and bonuses;
- Amounts realized from the exercise of nonqualified stock options and amounts realized from the sale, exchange or other disposition of stock acquired under incentive stock options;
- Severance payments under any severance plan or severance bonus payment (other than amounts under a Company-sponsored bonus plan) and amounts paid in connection with the settlement of a claim or release;
- Amounts paid in connection with health and welfare benefits, including, but not limited to life insurance allowances;
- Amounts received from any tax-qualified plan or a plan intended by the Company to constitute a qualified plan;
- Amounts earned while the Bargaining Employee is not a Covered Employee or a Bargaining Employee;
- Amounts received by a Participant who is on military leave of absence that was approved by the Company with which the Participant is employed, and which the Company does not treat as subject to federal income tax withholding; and
- Amounts paid in connection with a contract ratification bonus.

***Bonus Compensation.*** Some of your Compensation is paid to you at irregular intervals. Compensation paid in this manner is referred to in this SPD as “Bonus Compensation.” Bonus Compensation means, for purposes of the Plan, Compensation that is (a) short-term incentive, sales compensation or commissions and (b) identified under payroll code infotype 267 on the Company’s payroll system.

***Other Rules Regarding Compensation.*** For all purposes of the Plan, including the calculation of contributions, the total amount of your Compensation that will be taken into account for purposes of the Plan cannot exceed \$270,000 for the Plan Year beginning on January 1, 2017. This amount may be adjusted by the federal government in following years. **Note: Compensation, for Plan purposes, will only include amounts you receive while you are eligible to participate in the Plan.**

### **Contributions by Participants Returning from Military Leave**

Special rules apply for Participants who give notice of their impending service in the Uniformed Services and return from military leave within the time provided by law for the protection of Veteran reemployment rights.

As a returning Veteran, you would be entitled to make-up any Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, and Catch-Up Contributions that you could have made if your employment had continued with the Company during your period of military service. These



make-up contributions must be made before the earlier of (a) the fifth anniversary of your reemployment by the Company or (b) the last day of a period equal to three times your period of military leave.

If you make-up any Pre-Tax Contributions and/or Roth Contributions, the Company will make the Matching Contributions that it would have made into your Account if you had made those Pre-Tax Contributions and/or Roth Contributions during the period you were in military service. Make-up contributions will be based on your eligible compensation for the 12 month period preceding your military leave.

If you are a Veteran returning from military leave and wish to make-up your contributions to the Plan, contact the Wells Fargo Retirement Service Center (phone number and other contact information on page 3 of this SPD).

## **SECTION 5: VESTING**

Vesting refers to your ownership of all or a part of the value of your Account in the Plan. You are always 100% vested in the contributions you make to the Plan (Pre-Tax, Roth and After-Tax Contributions). Contributions made by the Company are subject to vesting. Different vesting schedules apply to each group of Participants in accordance with the terms of their applicable collective bargaining agreement as follows:

### **Vesting Schedule for Group A Participants and Group C Participants**

Company contributions, including Matching Contributions, for Group A Participants and Group C Participants are vested in accordance with the following schedule:

<u>Years of Service</u>	<u>Vesting Percentage</u>
less than 1	0%
1	20%
2	40%
3	60%
4	80%
5 or more	100%

Regardless of a Participant's years of service, each Group A Participant or Group C Participant will become 100% vested in any Company contributions allocated to his account upon the Participant's attainment of Early Retirement Date (that is, attainment age 55 while employed by the Company and completion of 5 years of service with the Company) or Normal Retirement Date (attainment of age 65 while employed by the Company), upon complete or partial termination of the Plan, or upon the complete discontinuance of Company contributions to the Plan.

Also, Group A Participants and Group C Participants will become 100% vested in any Matching Contributions allocated to their Plan accounts upon a "change of control" (as specifically defined in the Plan document) involving CenturyLink, Inc.

### **Vesting Schedule for Group B Participants**

Company contributions, including Matching Contributions, for Group B Participants are vested in accordance with the following schedule:

<u>Years of Service</u>	<u>Vesting Percentage</u>
less than 3	0%
3 or more	100%

Regardless of a Group B Participant's years of service, a Group B Participant will become 100% vested in any Company contributions allocated to his account upon the Group B Participant's attainment of Early Retirement Date (that is, attainment age 55 while employed by the Company and completion of 5 years of service with the Company) or Normal Retirement Date (attainment of age 65 while employed by the Company), upon complete or partial termination of the Plan, or upon the complete discontinuance of Company contributions to the Plan.

Also, a Group B Participant will become 100% vested in any Matching Contributions allocated to his Plan accounts upon a “change of control” involving CenturyLink, Inc.

### **Vesting Schedule for Group D Participants**

Company contributions, including Matching Contributions, for Group D Participants are vested in accordance with the following schedule:

<u>Years of Service</u>	<u>Vesting Percentage</u>
less than 2	0%
2	20%
3	40%
4	60%
5 or more	100%

Regardless of a Group D Participant’s years of service, a Group D Participant immediately will become 100% vested in any Company contributions allocated to his account if the Participant (a) attains his 65th birthday, while an employee, (b) becomes Disabled, while an employee, (c) dies while an employee, or (d) completes a vesting period of service of 5 years.

In addition, a Group D Participant who was a Participant on the date specified in his appropriate collective bargaining agreement and who has a termination of employment on or after that date will become 100% vested in any Company contributions allocated to his account with respect to any Plan Year before the date specified in the collective bargaining agreement on the last day of the second Plan Year following the Plan Year for which the Company Contributions were made if he is an Employee at that time. Please refer to your collective bargaining agreement for applicability to you and for more information. (See page 5 for information on where to find your collective bargaining agreement.)

### **Vesting Schedule for Group E Participants**

Company contributions, including Matching Contributions, for Group E Participants are vested in accordance with the following schedule:

<u>Years of Service</u>	<u>Vesting Percentage</u>
less than 2	0%
2	20%
3	40%
4	60%
5 or more	100%

Regardless of a Group E Participant’s years of service, a Group E Participant immediately will become 100% vested in any Company contributions allocated to his account if the Participant (a) completes 5 one year periods of service, (b) attains age 65 while employed by the Company or (c) attains age 55 while employed by the Company, if on December 31, 1991 he was both a participant and at least age 50.

## **Vesting Schedule for Group F Participants**

Company contributions, including Matching Contributions, for Group F Participants are vested in accordance with the following schedules:

If the Group F Participant was hired or rehired before January 1, 2009:

<u>Years of Service</u>	<u>Vesting Percentage</u>
less than 3	0%
3 or more	100%

If the Group F Participant was hired or rehired on or after January 1, 2009:

<u>Years of Service</u>	<u>Vesting Percentage</u>
less than 1	0%
1 or more	100%

Regardless of a Group F Participant's years of service, a Group F Participant immediately will become 100% vested in any Company contributions allocated to his account if the Participant (a) is entitled to retire on an immediate service pension under the Qwest Pension Plan, (b) separates from service on account of Disability, (c) dies while employed by the Company, (d) attains "normal retirement age" while employed by the Company or (e) separates from service pursuant to the terms of his collective bargaining agreement that is under a severance program or in accordance with the Company's practices with respect to technological displacement or layoff.

### **Disability Defined**

As indicated above, certain Participants become 100% vested in the Company contributions credited to their Plan accounts when they become "Disabled."

You are considered to be "Disabled" when you are eligible for a long-term disability benefit under the CenturyLink, Inc. Disability Plan (or similar plan providing disability income benefits maintained by CenturyLink, Inc. or any of its subsidiaries or related companies). The CenturyLink, Inc. Disability Plan Administrator makes this determination. If you are determined to be "disabled" by the Disability Plan Administrator, you will be required to furnish medical evidence that your disability continues.

### **Vesting If You Transfer from a Non-Bargaining Position to a Bargaining Position Covered By The Plan**

If you were a participant in the CenturyLink Dollars & Sense 401(k) Plan (the "Dollars & Sense Plan") and that account is transferred to this Plan as a result of a change in your employment status from Non-Bargaining to Bargaining, the vesting schedule that applied to your Dollars & Sense Plan account will continue to apply to your Dollars & Sense Plan account even after your Dollars & Sense Plan account has been transferred to this Plan.

Any Company contributions credited to your Plan Account after your transfer will vest in accordance with the terms of the collective bargaining agreement to which you are subject. Refer to your collective bargaining agreement for the specific vesting rules applicable to you. (See page 5 for information on where to find your collective bargaining agreement.)

### **Disposition of Forfeitures**

You have no right to the non-vested portion of your Plan Account. Upon your termination from employment with the Company before you are fully vested in your Plan Account, the non-vested portion of your Company contributions accounts will be maintained until the earlier of (1) the date you incur a break-in-service of five consecutive years, (2) the date you receive a total distribution of the vested portion of your Accounts or (3) the date of your termination if the vested portion of your Company contributions accounts is zero at the time of your termination. Upon the first of these events to occur, the non-vested portion of your Company contributions accounts will be forfeited and used to reduce future Company contributions or to pay Plan administrative expenses.

### **Restoration of Forfeited Amounts**

***Note: Restoration of forfeited amounts does not happen automatically upon your rehire, commencement of Plan participation, or upon rollover of your prior distribution back into the Plan. You must take the affirmative actions described in this Section.***

The non-vested portion of your Company contributions accounts that previously have been forfeited will be restored to your Plan Accounts if (1) you are re-employed by the Company before incurring a Break-in-Service of 5 consecutive years and (2) you repay to the Plan the matched pre-tax contributions and earnings that were distributed to you. Any repayment by you must be made in a single payment within five years of the date you are re-employed. Amounts paid back into the Plan will be invested in accordance with your current investment elections.

Any Company contributions that are to be restored to your Plan Accounts will be taken first from the forfeiture account held within the Plan. If the forfeiture account is not sufficient, a special Company contribution equal to the remaining amount of Company contributions to be restored will be made.

You also may elect to pay back any unmatched pre-tax contributions, after-tax contributions and rollover contributions, plus the earnings that were distributed to you. However, these amounts will count against the annual additions limit for the Plan Year in which such amounts are repaid unless they are contributed in the form of a rollover contribution.

### **Service Crediting Rules**

If you are rehired by the Company, some or all of your prior periods of service with the Company may count toward vesting service for future Company contributions and some or all of your future service may count toward your continued vesting of prior Company contributions that you may have forfeited. The application of these rules depends on what group of participants you were covered under during your first period of employment and what group of participants you are covered under during your current period of employment. Please contact your Human

Resources Business Partner for more information – they will review with you your prior periods of employment and what group of participants you were a part.

## **SECTION 6: INVESTMENT OF YOUR PLAN ACCOUNT**

### **Introduction**

You are responsible for investing your Plan Account and for any gains or losses resulting from your choice of investments.

Most professional money managers agree crucial elements of a successful retirement investment strategy include:

- Starting to save early and saving an adequate amount, and
- Diversifying your investments among several asset classes.

The Plan's fund lineup of investment options provides you with three different levels of investment choices to meet your individual investment needs and goals. These three options under the Plan for creating a diversified investment portfolio include:

- Target Date Funds;
- Core funds; and/or
- Self-Directed Brokerage Account through the Personal Choice Retirement Account® (PCRA) provided through Charles Schwab & Company, Inc. ("Schwab").

These three levels of investment choices are described in greater detail below. You may direct the investment of your Plan Account into one or any combination of these investment options. Each of the Plan's investment funds offers different opportunities and levels of risk. Choices should be made carefully on the basis of your personal financial situation and goals.

### **Target Date Funds**

If you would like to choose just one fund to provide you with a broadly-diversified investment portfolio that automatically adjusts over time to become more conservative and less risky as you near an anticipated retirement age of 65, a Target Date Fund may be appropriate for you.

The date in the fund name represents the age 65 retirement year for which it is being invested. For example, the 2055 Target Date Fund means that its investment strategy is designed for individuals seeking to retire at age 65 near the year 2055.

Each Target Date Fund is a "fund of funds" made up of many of the Plan's core stock and bond funds plus additional diversifying asset classes that are only available in the Target Date Funds and not available as stand-alone Participant investment options. The diversified mix of investments may include global stocks, bonds, real estate, and risk parity strategies.

The Target Date Funds provide a simple, one-step investment choice for saving for retirement. If you choose the Target Date Fund geared to when you will attain age 65, the Target Date Fund is invested primarily in stocks when you are early in your career and retirement is far in the future,

and then, as your portfolio grows and you become older, the fund will diversify into more bonds and other complementary investments. The asset allocation of the Fund targeting your retirement date will change annually as you grow older. The asset allocation may continue to be adjusted after the target retirement date is reached. The Funds are rebalanced throughout the year to maintain the target asset allocation mix within acceptable ranges.

Because the Target Date Funds are a comprehensive investment solution, they are the “default investment options” for the Plan (see page 30).

### **Core Funds - Building Your Own Portfolio**

The core funds provide building blocks to construct your own diversified investment portfolio. You may choose among both passively-managed and actively-managed investment options in a variety of asset classes. If you choose to use these funds, you control your initial allocations among the asset classes and are responsible for rebalancing your portfolio to correct for market movements and changes in your investment objectives.

***Passively-Managed Core Funds.*** A passively-managed fund, or index fund, is designed to closely track the returns of a market index for a specific asset class. Index funds may be appropriate if you want to capture the returns of various markets with low investment management fees.

***Actively-Managed Core Funds.*** An actively-managed core fund is designed with the objective of providing higher returns than its benchmark market index. Active investment managers seek to outperform their market benchmark by assessing the market environment and analyzing the relative value of individual market sectors and securities. Most of the active stock and bond funds are “funds of funds,” diversified among several different investment managers. Combining unique manager investment styles in a single fund increases the fund’s diversification and provides the opportunity for different styles to outperform in different economic environments. This also reduces the risk associated with any single manager. Performance of these funds will vary from that of their market benchmarks. Because these funds are actively-managed they may have higher investment management fees than passively-managed funds.

***Available Fund Investment Options.*** The investment fund options available as of January 1, 2017 under the Plan are listed in Appendix A to this SPD, but they are subject to change over time. (Because the Appendix A information may not be the most up-to-date, check the Wells Fargo Retirement Service Center website for the most current information.) You may access the most recent Fund Fact Sheets on the Wells Fargo Retirement Service Center website. Among other information, the Fund Fact Sheets describe any trading restrictions or other restrictions that may apply to that specific investment fund and the annual estimated cost of the fund. You should read each Fund Fact Sheet before deciding to invest some or all of your Plan Account in any particular fund. You can view or request a copy of the Fund Fact Sheets by calling the Wells Fargo Retirement Service Center (see page 3 for its contact information).

### **Self-Directed Brokerage Account**

If you are comfortable researching, constructing and managing your own investment portfolio, you may wish to invest some or all of your Plan Account through the Plan’s self-directed



brokerage account. This self-directed brokerage account, the Personal Choice Retirement Account® (PCRA), is made available to you through Schwab & Company, Inc. (“Schwab”) (see page 4 for contact information). The PCRA is an option if you want more flexibility to actively manage your investments by choosing from a broad range of investments including mutual funds, exchange-traded funds (ETFs), and individual stocks and bonds. Schwab maintains the PCRA and offers access to a wide range of investment choices, including no-load and load mutual funds from many well-known mutual fund families, most common stocks listed on major U.S. exchanges, including over-the-counter stocks, and bonds and other fixed-income investments. Schwab handles all transactions within the PCRA.

For the investments in the PCRA, Schwab will send Participants a fund prospectus or company annual report, upon request. The fund prospectus contains important information about a fund, including fees and expenses. Please read the prospectus carefully before investing. Unlike the other investment options available under the Plan, the investments available through the PCRA have not been and will not be reviewed or monitored by CIM or the Committee as Plan Administrator.

The Trustee and recordkeeper handle all transfer requests between your investments in the Target Date Funds and/or core funds and the PCRA. Transfer requests to and from the PCRA are processed pro-rata by money source. Therefore, if you hold Pre-Tax Contributions, After-Tax Contributions and/or Matching Contributions in your PCRA account, a transfer from your PCRA account to core will include all three money types on a pro-rata basis. For example, if you want to transfer 100% of your After-Tax Account balance from your PCRA account to core you will need to transfer 100% of your Pre-Tax Account and Match Account balances as well. There is a separate Roth PCRA account available, and transfers to and from your Roth PCRA account will include only Roth money types.

The PCRA can be used in combination with investments in the Target Date Funds and the core funds.

***PCRA Fees.*** There will be transaction fees within the PCRA depending on the frequency, size and type of trading activity in the PCRA. The fees may include, but are not limited to, mutual fund fees, brokerage fees and investment management fees. There is no additional fee for opening or maintaining a PCRA account.

***PCRA Restrictions.*** CenturyLink Shares may not be purchased through the PCRA. Generally, investments that generate income tax to the Plan are prohibited in the Plan. Transactions involving the PCRA are governed by the terms of the Plan and not all features described in the Schwab One Account Agreement are available to Plan participants. You should contact Schwab to verify that specific investments are allowed in the PCRA. In the event investments in certain assets through the PCRA result in an income tax liability, the taxes will be deducted from that Participant’s Account when incurred. You will be required to sell investments that could generate income tax liability for the Plan.

## **The Importance of Diversifying Your Retirement Savings**

With every investment, there is an inevitable trade-off between risk and return:

- Typically, higher risk investments such as stocks fluctuate in value in the short-term, but provide greater potential for higher returns.
- Lower risk investments such as money market and bond funds generally offer more consistent performance, but potentially lower returns that may make it more difficult to reach investment objectives.

You should understand this basic relationship in light of your personal circumstances, goals and tolerance for risk. People with long-term retirement goals who are willing to accept significant ups and downs in the value of their investments can usually afford more risk than those with shorter-term investment goals.

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 5% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

***A Special Note about the CenturyLink Stock Fund.*** Because the CenturyLink Stock Fund is an undiversified single stock investment, it should be considered a high-risk investment. You should carefully evaluate the appropriateness of continuing to hold the CenturyLink Stock Fund as a part of your investment portfolio under the Plan considering your particular situation and the overall diversification of your investment portfolio. All of the investment options under the Plan are available to you if you decide to diversify out of Company Stock (see page 30 for more information on Plan investments in Company Stock).

### **Assistance For Your Investment Decisions**

CenturyLink, CIM and the Committee cannot offer investment advice. However, this SPD, in conjunction with the quarterly Fund Fact Sheets (available on the CenturyLink internet or through the Wells Fargo Retirement Service Center (see page 3 for contact information), contains information pertinent to each investment vehicle available under the Plan. The information in Appendix A and in the Fund Fact Sheets generally includes the objectives of each investment option, describes the fund and the investment management, fees involved, any trading restrictions, degree of risk and, where available, historic investment returns.

***Wells Fargo Retirement Investment Advice Program.*** You are encouraged to research the investments available under the Plan or to seek advice from your personal financial advisor. If you do not have a personal financial advisor, the Plan offers advice through the Wells Fargo Retirement Investment Advice Program, which is designed to deliver personalized savings and investment advice that can help you meet your financial goals. You can access this investment advice program through the Wells Fargo website online tool. There is no additional fee charged to you to use the basic service, the Wells Fargo Retirement Investment Advice Program. The cost of this service is included as part of the Plan's recordkeeping costs.

The Retirement Investment Advice program is offered by Wells Fargo Bank, N.A. Individual participant investment recommendations are provided by Morningstar Associates, LLC. Investment recommendations are based on information provided and are limited to the investment options available in the Plan, that is, the Target Date Funds and the core funds (with the exception of the CenturyLink Stock Fund).

***Wells Fargo Target My Retirement® Managed Account Program.*** For additional help managing your investment portfolio, you can sign up for the Target My Retirement® managed account investment program. With the Target My Retirement® program, independent financial experts will invest and manage your retirement savings using a strategy designed just for you. Investment recommendations are based on information provided and are limited to the core fund investment options available in the Plan (excluding the CenturyLink Stock Fund). If you are deemed an insider under Section 16 of the Securities Exchange Act of 1934 and you have a CenturyLink Stock Fund balance, you are not eligible to participate in the Target My Retirement® program.

This program charges an additional recurring fee for the ongoing active management of your Plan Account. The annual fee for using this program is currently 0.21%. The fee is charged to your account quarterly based on the average daily balance of your account during the prior quarter. For example, a \$100,000 account would pay \$210 per year for this service.

The Target My Retirement® program is a managed retirement solution that provides Participants with professional investment advice, based on a personalized investment strategy. Wells Fargo retained Morningstar Associates, LLC, as an independent financial expert to provide investment advice for the Target My Retirement® program. Morningstar Associates, LLC is a registered investment advisor and a wholly owned subsidiary of Morningstar, Inc., neither of which is an affiliate of Wells Fargo.

Under either program, Morningstar has acknowledged that it is a fiduciary as defined by ERISA section 3(21)(A)(ii) and subject to the fiduciary rules of ERISA. To find out more about any of these options, contact the Wells Fargo Retirement Service Center (see page 3 for its phone number and website).

Projections and other information regarding the likelihood of various retirement income and/or investment outcomes are hypothetical in nature, do not reflect actual results, are not guarantees of future results, and may vary with each use and over time. Other investment alternatives having similar risk and return characteristics may be available under the Plan.

## Who is Responsible for Participant Investment Decisions

You, as the Participant, are responsible for selecting how to invest your Plan Account among the various funds offered under the Plan. CIM is the named investment fiduciary and oversees the selection of investment vehicles to be made available to you under the Plan (see Investment Fiduciary - CenturyLink Investment Management Company on page 4 for more information about CIM).

The Plan is intended to be an “ERISA Section 404(c) Plan.” Under an ERISA Section 404(c) Plan, if participants provide investment instructions for the investment of their accounts in compliance with ERISA Section 404(c), the Plan fiduciaries (the Committee, CIM, the Trustee, any Investment Manager and any other person or entity named as a Plan fiduciary) will not be liable for investment gains or losses that are the result of the Participant’s investment instructions.

Your investment choices, and the procedures for directing the investment of your Account, are described in the investment materials available from the Wells Fargo Retirement Service Center (or, in the case of the self-directed brokerage account, Schwab).

## Your Participant Investment Directions

You control and direct the investment of your Account among the Plan’s available investment vehicles. You may change your investment election at any time, subject to certain daily processing deadlines and any individual fund trading restrictions (for example, the restrictions listed for the International Stock Index Fund and the Active International Stock Fund in Appendix A). You may change the investment of your future contributions in whole 1% increments. By separate election you may change the investment allocation of your existing balance, also in 1% increments. Two investment elections are necessary to be made for your contributions, one for your Roth Contributions and another investment election for your Pre-Tax Contributions, After-Tax Contributions and Matching Contributions. The investment elections may be allocated to the same investment fund or funds but is elected separately. If an Investment election is not elected, your Employee Contributions and your Matching Contributions will be automatically invested 100% in a Target Date Fund based on your date of birth and anticipated retirement at age 65. Investment elections can be made by contacting the Wells Fargo Retirement Service Center at the phone number or website listed on page 3.

You can transfer all or a portion of your existing Account balance as often as once any day the New York Stock Exchange and the Wells Fargo Retirement Service Center are open for business. If you make more than one election or transaction in the same day the last transaction of the day will apply and any transaction earlier in the day will be ignored. Please contact the Wells Fargo Retirement Service Center for more information (see page 3 for contact information). **Note: Sales and purchases of the investment funds may be delayed in the event of extraordinary circumstances such as heavy trading volume.** For example, the New York Stock Exchange may impose “circuit breakers” to temporarily suspend trading in certain situations, in which case, your trade(s) likely will be delayed.

**Confirmation of Your Investment Directions.** You will receive a written confirmation of your investment directions either by electronic notice, or if you elect, by mail. Generally, you will receive a confirmation within 5 to 7 business days. If you fail to receive a confirmation within this timeframe, contact the Wells Fargo Retirement Service Center (see page 3 for contact information) as soon as possible.

**Timing.** In general, instructions received and completed before 3 PM Central Time will be processed the same business day.

Instructions received and completed after 3 PM Central Time will be processed the next business day. You may cancel a pending transaction if you do so before 3 PM Central Time on the day the transaction will process. Transactions may be canceled by contacting the Wells Fargo Retirement Service Center (see page 3 for its phone number and website).

### **Default Investments**

If you do not direct how your Plan account will be invested, your account will be invested in a “default” investment fund. This “default” investment fund will be treated as a “Qualified Default Investment Alternative” or “QDIA” based on U.S. Department of Labor Regulations. The “default” investment provided for in the Plan is the target date fund based on your date of birth and a retirement age of 65, as indicated in the table below:

<u>If you were born:</u>	<u>Your default Target Date Fund will be:</u>
1/1/1993 or later	2060 Target Date Fund
1/1/1988 -12/31/1992	2055 Target Date Fund
1/1/1983 – 12/31/1987	2050 Target Date Fund
1/1/1978 – 12/31/1982	2045 Target Date Fund
1/1/1973 – 12/31/1977	2040 Target Date Fund
1/1/1968 – 12/31/1972	2035 Target Date Fund
1/1/1963 – 12/31/1967	2030 Target Date Fund
1/1/1958 – 12/31/1962	2025 Target Date Fund
1/1/1953 – 12/31/1957	2020 Target Date Fund
1/1/1948 – 12/31/1952	2015 Target Date Fund
12/31/1947 – or earlier	Retirement Fund

Remember, you can always choose to redirect your fund balances and future contributions to other investment options.

### **More Information about the CenturyLink Stock Fund**

**CenturyLink Stock Fund Closed to New Investments.** The CenturyLink Stock Fund is closed to new Participant directed investments including contributions, loan payments or transfers into the Fund.

You have the right to sell out of the CenturyLink Stock Fund at any time, subject to applicable insider trading rules.

***Loan Repayments Are NOT Reinvested in the CenturyLink Stock Fund.*** If you take a loan from the Plan including from your investment in the CenturyLink Stock Fund, you have cashed out that amount from this investment and your loan repayments will not be invested in the CenturyLink Stock Fund.

***Dividends.*** Dividends on shares of CenturyLink Stock held in the CenturyLink Stock Fund will continue to be reinvested in the Fund or you can elect to have dividends paid directly to you in cash if the dividend is equal to or greater than \$10. All CenturyLink Stock dividends that are less than \$10 per Participant automatically will be re-invested in the CenturyLink Stock Fund even if you selected a cash payment option. All dividend amounts equal to or greater than \$10 will be applied according to your pass-through election or re-invested into the CenturyLink Stock Fund if no election was made. If you are invested in two Company Stock Funds (for example, a legacy stock fund), the \$10 threshold will be applied to the aggregate sum of the two dividends.

***Investment Manager of the Company Stock Fund.*** CIM has selected State Street Bank and Trust Company as the investment manager and independent fiduciary for the CenturyLink Stock Fund. Additional information regarding CenturyLink, Inc. may be found at CenturyLink's Investor Relations website [ir.centurylink.com](http://ir.centurylink.com).

***Voting Units of the CenturyLink Stock Fund.*** You have the right to direct the voting of your shares held in the CenturyLink Stock Fund. Before each annual or special meeting of shareholders of CenturyLink, you will be sent a copy of the proxy solicitation materials for the meeting, including a form to instruct the Trustee on how to vote CenturyLink Shares represented by units credited to your Account. The Trustee will vote the CenturyLink Shares as instructed. The Trustee will vote any CenturyLink Shares for which it does not receive voting instructions in the same proportion as it votes CenturyLink Shares for which it does receive instructions unless it is imprudent to do so.

***Confidentiality.*** Except as required by law, your purchase, holding, sale and the exercise of voting, tender and similar rights with respect to the CenturyLink Stock Fund will be kept confidential. Only certain employees of the CenturyLink transfer agent and the Trustee have access to this information and may convey this information for purposes of Plan administration and compliance with applicable law.

Your voting directions on the CenturyLink Stock Fund will be submitted to CenturyLink's transfer agent and the transfer agent will advise the Trustee of your voting instructions. Neither CenturyLink nor its employees will have access to your voting instructions.

***Dividends on CenturyLink Shares.*** All Participants who have a portion of their Plan Account balance in the CenturyLink Stock Fund may elect to have any dividends on their holdings of CenturyLink Stock paid to them in cash. If you do not elect to have your dividend paid to you in cash, it will be reinvested in the CenturyLink Stock Fund. You must have a balance in the CenturyLink Stock Fund on the ex-dividend date in order to be eligible to receive a dividend.

Dividends you elect to have paid directly to you are considered taxable income. You will receive a Form 1099 reflecting all taxable dividend payments you received during the current calendar year, by the end of January following the year in which the payment occurs.

Based on your election to have your CenturyLink Stock Fund dividend reinvested in the CenturyLink Stock Fund or to have your dividend paid directly to you, your election will be applicable for all future dividend payments, or until you change your election. You may make an election for the next dividend payment up until the ex-Dividend date of any subsequent dividend payment. The Committee and the Company recommend that you consult a tax advisor or financial expert for specific advice about your particular circumstances.

This election is made through the Wells Fargo Retirement Service Center (see page 3 for contact information).

### **How to Get More Information About the Plan's Investment Funds**

You may obtain additional information about the investment funds available in the Plan from the Wells Fargo Retirement Service Center (see page 3 for contact information). The Wells Fargo Retirement Service Center can send you Fund Fact Sheets for the Target Date Funds and the core funds. These Fund Fact Sheets are updated quarterly and can provide you with investment information about your Plan Account.

Other more detailed information about the investments funds available under the Plan is also available. To receive the following information, you must deliver a written request to the Wells Fargo Retirement Service Center. Available information is based on the most recent information available to the Plan and includes:

- Copies of any financial statements, reports and other materials relating to the investment alternatives. If you participate in the PCRA investment option, you may obtain prospectuses by contacting Schwab directly.
- Name and value of each asset and its proportion within the portfolio of each investment.

Please address any questions you have regarding available information to the Wells Fargo Retirement Service Center at the phone number listed on page 3 of this SPD.

Participants should be aware that not all features described in Schwab One Account Agreement to establish a PCRA account are available to Plan participants. Participants may contact Schwab directly for more information regarding features that are available via the PCRA program.

## **SECTION 7: IN-SERVICE WITHDRAWALS**

The Plan is designed to help you save for retirement; and, as a result, CenturyLink employees generally are prohibited from obtaining a distribution from the CenturyLink Union 401(k) Plan or the CenturyLink Dollars & Sense 401(k) Plan while they are actively employed by CenturyLink or one of its subsidiaries or affiliates. However, as described in this Section, there are certain instances when employees may obtain an in-service withdrawal from their Plan account. An in-service withdrawal may be subject to the additional 10% tax on “early distributions” (for more information about the taxation of in-service withdrawals, see Potential Tax Consequences of In-Service Withdrawals on page 36 and Section 14: Federal Income Tax Effect Of Participant Contributions, Company Contributions and Withdrawals under Present Law beginning on page 60).

***Important Information If You Transfer Employment Domestically or Internationally.*** Your transfer of employment to another CenturyLink location inside or outside of the U.S. does not qualify as a termination in service or a break in active employment if you remain on a CenturyLink entity payroll. As a result, if you are a CenturyLink employee who transfers among CenturyLink entities within the U.S. or transfers out of the U.S. to a CenturyLink overseas location, you are not eligible for a distribution from the Plan until you subsequently leave employment with CenturyLink or encounter one of the special exceptions allowing for an in-service withdrawal as explained below.

### **GENERAL RULES**

#### **In-Service Withdrawal At or After Age 59½**

At any time at or after you attain age 59½, even if you are employed by the Company, you may elect to withdraw all or any part of your vested Account balance. The minimum amount you may withdraw at any one time is \$1,000 (or all of your vested Account balance if it is less than \$1,000).

#### **In-Service Withdrawal From Certain Plan Accounts**

At any time, you may withdraw from your Plan Account all or a portion of the following contributions, adjusted for any related investment earnings, or prior withdrawals or distributions – even while you are employed by the Company:

- Rollover Contributions;
- Roth Contributions;
- After-Tax Contributions;
- Contributions in your TRASOP account; and
- Contributions in your Centel ESOP account.



The total minimum amount that you can withdraw at any one time from the subaccounts holding these contributions is \$500 (or all of your vested account balance if less than \$500). In addition, a withdrawal from each specific subaccount cannot be less than \$500 or the balance in that subaccount.

### **Hardship Withdrawal**

If you incur a serious financial hardship while you are employed by CenturyLink, you may withdraw all or any portion of your Pre-Tax Account, Roth Account, After-Tax Account, and Rollover Account. Earnings credited after January 1, 1989 cannot be withdrawn. The amount of your hardship distribution will be withdrawn from all of these accounts on a pro-rata basis.

A serious financial hardship is a situation in which you incur an immediate and heavy financial need related to the following:

- Medical expenses for you, your Spouse or your dependents or expenses necessary for these persons to obtain medical care. **Note: Tax legislation is specific about who is a “dependent” for purposes of these rules. Please consult your personal tax advisor to determine how this rule applies to you.**
- Purchase of your principal residence (excluding mortgage payments).
- Payment of tuition and related educational fees, and room and board expenses for the next 12 months of post-secondary education for you, your Spouse or your dependents.
- The need to prevent the eviction from, or mortgage foreclosure of, your principal residence.
- Payment for burial or funeral expenses for your deceased parent, Spouse, children or dependents.
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Code Section 165.

You may not request a hardship withdrawal for more than the amount of the financial need plus taxes you will pay on the amount withdrawn. A financial need must be demonstrated in accordance with the terms of the Plan. Before you will be considered eligible to take a hardship withdrawal, you must apply for a loan from the Plan and exhaust all other withdrawal possibilities under the Plan. Other conditions and restrictions also may apply.

You may not contribute to the Plan (or receive a Company Matching Contribution) for six months following your hardship withdrawal. At the end of the six month period, you will be automatically re-enrolled in the Plan at the same rate before the suspension.

If you take a hardship withdrawal, you should retain the paperwork and documentation used to demonstrate the financial need for the withdrawal as this is subject to audit by the Internal Revenue Service.

## **In-Service Withdrawal While on Military Leave**

If you are on military leave in order to perform “qualified military service,” you may elect to withdraw all or any portion of your vested Plan Account (including all or any portion of your Pre-Tax Account, Roth Account, After-Tax Account, and Rollover Account). The total minimum amount that you can withdraw at any one time from the subaccounts holding these contributions is \$500 (or all of your vested account balance if less than \$500).

You may not contribute to the Plan (or receive a Company Matching Contribution) for six months following any military leave withdrawal. You will be automatically re-enrolled in the Plan at the same rate before the suspension.

## **Mandatory In-Service Withdrawals for Certain Company Shareholders Age 70½**

If you are a Participant who is a 5% or more owner of CenturyLink, you must begin receiving distributions by the April 1 following the calendar year in which you attain age 70½ regardless of your employment status. You may either receive your distribution in a lump sum or receive monthly, quarterly, or annual installments in an amount payable over a period not to exceed your life expectancy or the life expectancy of you and your Spouse commencing in the year you attain age 70½ or in accordance with policies established by the Committee.

If you are such a Participant, you should contact the Wells Fargo Retirement Service Center (see page 3 for contact information) during the year in which you attain age 70 to arrange for timely payment of this mandatory distribution.

## **Applying for In-Service Withdrawals**

You must apply for an in-service withdrawal. To make an in-service withdrawal application, contact the Wells Fargo Retirement Service Center (see page 3 for contact information). Requests for withdrawals are processed as soon as administratively practicable after the date you request an in-service withdrawal and provide all requested information.

## **Form of Payment for In-Service Withdrawals**

Any in-service withdrawal payments made to you from the Plan generally will be paid to you in cash by means of a check or wire/electronic transfer. However, you can elect to receive an in-kind payment of the whole shares of Company stock held in your Account (any partial shares are liquidated and paid in cash).

Payment of your Plan Account that is invested in PCRA investments will be in cash, unless you elect to receive an in-kind distribution rolled over to an IRA account at Schwab. This in-kind option does not apply to after-tax money or to Hardship Withdrawals.

Units representing your investments in investment funds other than the CenturyLink Stock Fund and PCRA will be paid in cash based on the value of the units as of the date of distribution.

## Potential Tax Consequences of In-Service Withdrawals

In-service withdrawals of amounts other than After-Tax Contributions and qualified withdrawals of Roth Contributions and earnings, if any, are subject to income tax. If you are under age 59½ and you do not rollover your in-service withdrawal to another tax-qualified plan or an IRA, your withdrawal amount may be subject to both mandatory federal income tax withholding and a 10% federal excise tax penalty for early withdrawal. In addition, sometimes a state excise tax also may apply.

Withdrawals of contributions and earnings in your Roth Contribution Account are not taxed provided they are a qualified distribution. A qualified distribution is generally a distribution where the account has been held for at least 5 years and is made because of disability, death or after you have reached age 59½, even if you are still employed by the Company. You should consult with a qualified tax advisor for more information.

For more information, see Other Tax Considerations on page 39 and Section 14: Federal Income Tax Effect Of Participant Contributions, Company Contributions and Withdrawals under Present Law beginning on page 60.

## LEGACY ACCOUNT SPECIFIC RULES

### In-Service Withdrawal from Your QSIP Account

*This section applies solely to the portion of your Plan Account, which prior to April 1, 2012 was held under the Qwest Savings and Investment Plan and which as of April 1, 2012 has been transferred to this Plan (the “QSIP Account”). The rules of this section are in addition to any other Plan rules that allow you to withdraw some or all of your Plan Account.*

***Partial Withdrawal from QSIP Account.*** In addition to any other Plan rules allowing you to withdraw some or all of your Plan Account, you also may withdraw a portion of your QSIP Account at any time while you are employed (a “Partial Withdrawal”), regardless of your age, subject to the following rules:

- Each partial withdrawal must be at least \$1,000 (or the balance in your QSIP Account if it is less than \$1,000).
- Your partial withdrawal will be taken in equal portions (“pro rata”) from the following subaccounts of your QSIP Account (to the extent those amounts may be withdrawn): unmatched After-Tax Contributions and corresponding earnings, if any; Rollover Account and corresponding earnings, if any; and, if the following contributions have been in the Plan for at least the two Plan Years preceding the year of withdrawal: matched After-Tax contributions, vested Matching Contributions and vested ESOP contributions and corresponding earnings on these three, if any. **Note: Unvested Matching Contributions may not be withdrawn.**

***Regular Full Withdrawal from QSIP Account.*** You may withdraw funds from your QSIP Account at any time while you are employed. You may withdraw the entire amount from the following portions of your QSIP Account: After-Tax contributions and corresponding earnings,

if any; Rollover contributions and corresponding earnings, if any; and, if the following contributions have been in the Plan for at least the two Plan Years preceding the year of withdrawal, vested Matching Contributions and vested ESOP contributions and corresponding earnings on both, if any.

### **In-Service Withdrawal from Your Embarq RSP Account**

*This section applies solely to the portion of your Plan Account, which prior to April 1, 2012 was held under the Embarq Retirement Savings Plan and which as of April 1, 2012 has been transferred to this Plan (the “Embarq RSP Account”). The rules of this section are in addition to any other Plan rules that allow you to withdraw some or all of your Plan Account.*

In addition to any other Plan rules allowing you to withdraw some or all of your Plan Account, you also may withdraw a portion of your Embarq RSP Account at any time while you are employed subject to the following rules:

- Each withdrawal must be at least \$1,000 (or the balance in your Embarq RSP Account if it is less than \$1,000).
- Your withdrawal will be taken in equal portions (“pro rata”) from the following subaccounts of your Embarq RSP Account (to the extent those amounts may be withdrawn): After-Tax contributions and corresponding earnings, if any; Rollover Account and corresponding earnings, if any; and vested Matching Contributions and corresponding earnings, if any, that have been in the Plan for at least the two Plan Years preceding the year of withdrawal.
- The portion of your Embarq RSP Account attributable to pre-tax contributions may only be withdrawn while you are employed if you are at least age 59½.

### **In-Service Withdrawal from Your Centel Plan Account**

*This section applies solely to the portion of your Plan Account, which prior to April 1, 2012 was held under the Centel Retirement Savings Plan for Bargaining Unit Employees (the “Centel Plan”) and which as of April 1, 2012 has been transferred to this Plan (the “Centel Plan Account”). The rules of this section are in addition to any other Plan rules that allow you to withdraw some or all of your Plan Account.*

In addition to any other Plan rules allowing you to withdraw some or all of your Plan Account, you also may withdraw all or a portion of your vested Centel Plan Account at any time while you are employed subject to the following rules:

- Each withdrawal must be at least \$200 (or the balance of your vested Centel Plan Account if it is less than \$200).
- The portion of your Centel Plan Account attributable to pre-tax contributions may only be withdrawn while you are employed if you are at least age 59½.

## **SECTION 8: DISTRIBUTIONS**

When your employment with the Company ends due to your retirement, disability, or other termination of employment, you may request a distribution of your entire vested Plan account.

### **Distribution Rules for Plan Account Balances of Less than \$1,000**

If your vested Account balance is less than \$1,000 at or after the time you terminate employment, you are required to take distribution of your Account. If you do not contact the Wells Fargo Retirement Service Center to take a distribution, your Account balance will be distributed in a single sum payment directly to you approximately 90 days after your employment termination or at any time after your employment termination when your Account balance falls below \$1,000. Mandatory federal withholding of 20% will apply to this distribution.

### **Distribution Rules for Plan Account Balances of \$1,000 or More**

If you terminate employment with the Company and your Account balance is greater than \$1,000, you may choose to either take distribution of your Account immediately or defer distribution until a later date. Distributions will be made as soon as administratively possible after they are requested. You may request a distribution by contacting the Wells Fargo Retirement Service Center at the phone number or website listed on page 3 of this SPD.

### **Mandatory Distributions Upon Attainment of Age 70½**

Distribution of your Account must begin no later than the April 1 following the calendar year in which you attain age 70½ or the date you retire, if later.

If you are a 5% or more owner of CenturyLink, you must begin receiving distributions by the April 1 following the calendar year in which you attain age 70½ regardless of your employment status.

### **Manner of Payment**

You may elect to receive your distribution in a single lump sum payment, partial payment, or in monthly, quarterly or annual installments payable over a period not to exceed your life expectancy or the life expectancy of you and your Spouse or other beneficiary or in accordance with policies established by the Committee.

### **Applying for Distributions**

You must apply for a distribution of your vested Plan Account. To make a distribution application, contact the Wells Fargo Retirement Service Center (see page 3 for contact information) and complete the appropriate paperwork. Requests for distributions are processed as soon as administratively practicable after the date you request a distribution and provide all requested information.

## **Form of Payment for Distributions**

Any distribution payments made to you from the Plan generally will be paid to you in cash by means of a check or wire/electronic transfer. However, you can elect to receive an in-kind payment of the whole shares of Company stock held in your Account (any partial shares are liquidated and paid in cash).

Payment of the portion of your Plan Account invested in PCRA investments will be in cash in the form of a check or wire/electronic transfer, unless you elect to receive an in-kind distribution rolled over to an IRA account at Schwab. This in-kind option does not apply to after-tax money or to Hardship Withdrawals.

Units representing your investments in investment funds other than the CenturyLink Stock Fund and PCRA will be paid in cash, in the form of a check or wire/electronic transfer, based on the value of the units as of the date of distribution.

## **Direct Rollovers**

A direct rollover is a payment of your Plan Account to your IRA or to another employer tax qualified retirement plan. If you elect a direct rollover, no income tax will be withheld and the amount rolled over will not be taxed until you later elect to receive payment from your IRA or other employer tax-qualified retirement plan.

Required minimum distributions from the Plan at or after age 70½ cannot be rolled over to an IRA or other employer tax-qualified plan.

## **Other Tax Considerations**

If you choose to have your vested Account paid directly to you in the form of a lump sum or installments:

- If the amount being distributed is taxable, you will receive only 80% of the taxable payment because the Committee or its delegate is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes. Applicable state taxes also may be withheld. This is not applicable to required distributions, or a series of payments extending for 10 years or more or being made over your life expectancy.
- The taxable portion of your payment will be taxed in the current year unless you roll it over to your IRA or another employer plan within 60 days of receiving the payment. You may be able to use special tax rules that could reduce the tax you owe. However, if you receive a payment before age 59½, you may also have to pay an additional 10% excise tax for early withdrawal and any applicable state excise tax.
- If you want to roll over 100% of the taxable portion of your payment to an IRA or an employer plan, you must make up the 20% that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and not rolled over.

- The above withholding rules do not apply to hardship withdrawals because hardship withdrawals are not eligible to be rolled over. Hardship withdrawals of taxable amounts are subject to income tax, and excise taxes for early withdrawal may apply.

You may contact the Wells Fargo Retirement Service Center at the phone number or website listed on page 3 of this SPD for more information about the direct rollover rules. For more information about taxes, please see Section 14: Federal Income Tax Effect Of Participant Contributions, Company Contributions and Withdrawals under Present Law. In addition, please consult with a qualified tax advisor when deciding how and when to receive your Plan distribution.

***Taxation of Roth Contribution Account Withdrawals.*** Withdrawals of contributions and earnings in your Roth Contribution Account are not taxed provided they are a qualified distribution. A qualified distribution is generally a distribution where the account has been held for at least 5 years and is made because of disability, death or after you have reached age 59½, even if you are still employed by the Company. You should consult with a qualified tax advisor for more information.

## **SECTION 9: QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)**

The Plan is designed to provide benefits solely for you and your designated beneficiaries in the event of your death. You cannot assign or pledge your Plan benefit to anyone else nor can any portion of your Account balance under the Plan be made subject to the claim of any creditor. However, in connection with a divorce or support claim, a court may order that some or all of your Plan Account balance must be payable to your Spouse, ex-Spouse, child or other dependent.

A “Qualified Domestic Relations Order” or “QDRO” is a court order that instructs the Plan to make payments to someone other than the Participant. The person entitled to receive this payment is known as the “Alternate Payee.”

The Plan has procedures which reflect applicable Federal pension law and which must be satisfied before the Committee (or its delegate) will determine that an order is a QDRO. You can request a copy of these QDRO procedures by calling BPS&M, LLC, the QDRO administrator for the Plan, at 1.844.306.1234.

The Plan will comply with the terms of a court order if the Committee or its delegate determines that the order is a QDRO. In such event, the amount otherwise available to you from the Plan for withdrawal, loan or distribution will be limited. No withdrawal, loan or distribution will be permitted that, in the opinion of the Committee or its delegate, could prevent the Plan from giving full effect to the QDRO, without the written consent of the Alternate Payee designated in the QDRO. These restrictions will also apply for any period during which the Committee or its delegate is determining if a written court order (or written proposed order) satisfies the QDRO requirements specified by the Code.

The Committee or its delegate will notify you of its receipt of any court order that may apply to your Plan Account and that the order is being examined to determine whether it is a QDRO. Then, within a reasonable period of time, the Committee or its delegate will notify you and the other involved parties of its determination.



## **SECTION 10: LOANS**

### **Loan Policy**

If you are interested in obtaining a loan from the Plan, you should request a copy of the Plan's loan policy by contacting the Wells Fargo Retirement Service Center (see page 3 for its phone number and website).

The rest of this Section summarizes some, but not all, of the important provisions of the Plan's Loan Policy.

### **Maximum Loan Amount**

In general, you may borrow 50% of your vested Account balance up to a maximum of \$50,000 minus the highest outstanding loan balance in the past 12 months. New loans must be for a minimum of \$1,000.

### **Loan Interest Rate**

The Committee selects the method of determining the interest rate, which must be a reasonable rate of interest. The Committee, in its sole discretion, is permitted to change this method from time to time. Until revised by the Committee, the interest rate charged on any loan from the Plan to a Participant is 1% more than the prime rate at Wells Fargo Institutional Retirement and Trust on the day the loan is requested. The interest is repaid to your vested Plan Account.

### **Repayment Period**

Repayment of the loan must be made in equal amounts over the term of the loan. As a result, loan repayments are not deducted from your Bonus Compensation.

The term of the loan may not exceed five years or be less than one year. However, if the loan is used to acquire your principal residence, the term of the loan may be up to a maximum of 15 years.

Repayment of the loan must be made by payroll deduction as long as you are an active Employee or on a paid leave of absence, unless you are making a one-time payment to pay off the loan. You also may make a partial payment of an outstanding loan balance as long as the partial repayment amount is the multiple of the per paycheck amount due on the loan. For example, assume you owe \$2,000 on your loan from the Plan and \$250 is deducted from each paycheck for loan repayments. You can prepay this loan in \$250 increments – for example, you could prepay \$750 or \$1,000.

No loan will be complete without a written agreement (which can be electronic) to provide for the repayment of the loan by payroll deduction. This agreement is included with the loan check you receive or mailed to you if your funds are deposited by Automated Clearing House (ACH) electronic deposit.

Remember: if you take a loan from the Plan including from your investment in the CenturyLink Stock Fund, you have cashed out that amount from this Fund and your loan repayments will not be reinvested in the CenturyLink Stock Fund.

### **Failure to Make a Loan Payment**

The loan is secured by your Plan Account. A default, or failure to timely repay the loan, will occur in the event any loan payment is not made within 90 days of the date the last payment was posted to the Participant's Plan Account. In the event of default, the outstanding balance of the loan (principal and interest) will be considered a distribution and you will be responsible for all applicable taxes and tax penalties. Taxes may include penalty taxes and state taxes in addition to federal income tax.

### **What Happens to Your Loan if You Take a Leave of Absence**

If you take a leave of absence with pay, your loan payments will continue through regular payroll deductions.

If you take a leave of absence without pay (other than for military service), your loan payments may be suspended while on the authorized leave of absence for a period up to 12 months or until the end of the term of the loan, whichever is earlier. Interest will continue to accrue on the loan while payments are suspended.

At the time that you are required to resume payments, the loan will be re-amortized, including interest accrued while payments were suspended, but not extended beyond the lesser of the number of months of suspension or 12 months. **Note: The loan still must be repaid by the end of the term of the original loan.**

You may make payments while on an unpaid leave of absence by contacting the Wells Fargo Retirement Service Center (see page 3 for its phone number and website).

A Participant who has been laid off will not be deemed to be on an authorized leave of absence for purposes of the loan, but will be treated as a terminated employee as described below.

### **What Happens to Your Loan if You Go On Military Leave**

If you are on military leave in accordance with CenturyLink's Military Leave Policy, your loan payments may be suspended for the period of military leave.

However, even if your loan payments are suspended, interest will continue to accrue on the loan while the payments are suspended at an annual rate no greater than the lesser of (i) the interest rate applicable to the loan or (ii) 6%, in accordance with the Service Members Civil Relief Act of 2003. If the interest rate is required to be reduced to 6%, the reduced interest rate will be effective as of the date on which you are called to military service. If you are a Reservist, the reduced interest rate will be effective as of the date you receive orders to report for Military Service.

When you are required to resume loan payments, the loan will be re-amortized, including interest accrued while payments were suspended.

As re-amortized, a general purposes loan must be repaid within five years of the original date of the loan, plus the period of military service. A residential loan must be repaid within 15 years from the date of the original loan plus the period of military service.

If you do not return to work after a period of military service, you will be considered to have terminated employment as of the date your re-employment rights lapsed pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994.

### **Termination of Employment and Loan Repayment**

If your employment is terminated for any reason, prior to repaying your loan in full, you may continue making repayments on your outstanding loan(s). Payments must be kept up-to-date and made in the exact payment amount or multiples of your payment amount as agreed in your loan initiation agreement.

Loan payments can be made by remitting a cashier check or money order payable to “Wells Fargo Bank, N.A. for CenturyLink Union 401(k) Plan FBO <Participant’s name>” and mailed to Wells Fargo at Wells Fargo Retirement Service Center, DSR D1118-026, 1525 W. WT Harris Blvd., Charlotte, NC 28262. If you have terminated employment and would like to set-up ongoing loan payments via ACH debit from your savings or checking account, contact the Wells Fargo Retirement Services Center (see page 3 for contact information).

If you take a full distribution of your Plan account balance prior to repaying your loan, or if your loan payments are not kept up-to-date, the outstanding loan amount will be treated as a distribution and deducted from your vested Plan Account. You are responsible for all applicable taxes and tax penalties.

### **How to Apply for a Loan**

You may have a maximum of two loans outstanding at any time. To receive a loan from the Plan, you must apply by contacting the Wells Fargo Retirement Service Center (see page 3 for its phone number and website). The Wells Fargo Retirement Service Center will review the application to determine if it meets the requirements of the Plan, as described above.

### **Residential Loan**

A residential loan is a loan for the purchase (including down payment) or construction of your principal residence. Refinancing an existing home mortgage, the purchase of land and remodeling or adding on to your existing home does not qualify as a residential loan. You will be required to provide supporting documentation, such as a signed purchase agreement, to the Wells Fargo Retirement Service Center prior to being approved for a residential loan.

## **Fees**

Your Account will be charged a one-time non-refundable loan application and maintenance fee per loan, which currently is \$50 (this fee is subject to change over time). The loan fee will be deducted from your Account proportionately between your investment funds. Please contact the Wells Fargo Retirement Service Center for more details (see page 3 for its phone number and website).

## **Loan Prepayment**

You can repay the entire amount of the loan at any time, without penalty. A cashier's check or money order payable to "Wells Fargo Bank, N.A. for CenturyLink Union 401(k) Plan FBO <Participant's name>", for the exact prepayment amount must be received at the address indicated by the Wells Fargo Retirement Service Center by the prepayment date. The Wells Fargo Retirement Service Center will advise you of your prepayment amount and prepayment date.

You also may make a partial repayment of an outstanding loan balance as long as the repayment amount is the multiple of the per paycheck amount due on the loan. For example, assume you owe \$2,000 on your loan from the Plan and \$250 is deducted from each paycheck for loan repayments. You can prepay this loan in \$250 increments – for example, you could prepay \$750 or \$1,000.

## **Timing and Loan Processing**

In general, loan transactions completed before 3 PM Central Time will be processed the same business day. Loan transactions completed after 3 PM Central Time will be processed the next business day. You may cancel a pending transaction if you do so before 3 PM Central Time on the day the transaction was made by contacting the Wells Fargo Retirement Service Center (see page 3 for its phone number and website).

## **Additional Information**

If you apply for, and are granted, a loan from the Plan, you should retain the loan paperwork and documentation as this is subject to audit by the Internal Revenue Service.

To obtain additional information, you should contact the Wells Fargo Retirement Service Center at the phone number or website listed on page 3 of this SPD.

## SECTION 11: WHAT HAPPENS TO YOUR PLAN ACCOUNT IF YOU DIE

If you die before you receive a distribution of your entire vested Account, your Plan Account balance will be paid to your “designated beneficiary.” Your vested Plan Account balance will be available to your designated beneficiary within a reasonable period following your designated beneficiary’s notice of your death to the Plan and the Plan’s receipt of required paperwork, including documents showing proof of your death.

*The Company and the Committee encourage  
you to file a beneficiary designation form with the Plan  
so that your Plan Account balance will be paid to the person you want to get the money.*

*If you do not file a beneficiary designation form with the Plan,  
your Plan account balance is paid automatically to your surviving Spouse.*

*If there is no surviving Spouse,  
your Plan account balance will be payable to your estate. Payment to your estate may  
lengthen the distribution process and possibly reduce the amount your family receives  
because of potential additional costs and adverse tax consequences.*

*For more information see What Happens to Your Plan Account If You Die Without  
Having A Designated Beneficiary on page 49.*

### Who Is Your Designated Beneficiary

***Who Is Your Designated Beneficiary If You Are Married.*** If you are married, your Spouse automatically is your sole primary designated beneficiary. If you wish to name someone in addition to, or in place of, your Spouse as your primary beneficiary, your Spouse must consent in writing to your naming of any other person as your beneficiary and your Spouse’s signature must be witnessed by a notary public. If none of your designated non-spouse beneficiaries survive you, your Plan account balance will be paid to your surviving Spouse. If neither your Spouse nor your designated non-spouse beneficiaries survive you, your Plan account balance will be paid to your estate (see What Happens to Your Plan Account If You Die Without Having A Designated Beneficiary on page 49).

*If you are married, your Spouse automatically is your sole primary designated beneficiary.  
If you wish to name someone else as your primary beneficiary,  
your Spouse must give written consent, which must be witnessed by a notary public.*

***Who Is Your Designated Beneficiary If You Are Not Married.*** If you are not married, you may name any one or more persons you choose to be your beneficiary. If none of your designated beneficiaries survive you, or if you have not named anyone as your beneficiary, your vested Plan account balance will be paid to your estate (see What Happens to Your Plan Account If You Die Without Having A Designated Beneficiary on page 49).

**Note: If you get married *after* you had completed a beneficiary designation form and filed it with the Plan, that beneficiary designation form will be void and your new Spouse**

**automatically will become your sole primary designated beneficiary.** If you still wish the persons you had named as your designated beneficiaries before your marriage to receive your vested Plan account balance on your death, you will need to complete a new beneficiary designation form and your Spouse will need to give written consent to your naming of the non-Spouse beneficiary(ies) and your Spouse's signature must be witnessed by a notary public.

*You should periodically review your beneficiary designation to confirm it is still appropriate based on events that might affect your decision (marriage, divorce, birth, death, etc.).*

## **How To Designate Your Beneficiary or Change An Existing Beneficiary Designation**

To name someone as your beneficiary, or to change your beneficiary designation to name someone else, all of the following steps must be completed:

- You must complete, sign and date a beneficiary designation, on a form that has been approved by the Plan, and indicate who is to be your designated beneficiary. You can obtain a beneficiary designation form by contacting the Wells Fargo Retirement Service Center at the phone number or website listed on page 3 of this SPD.
- If you are married, your Spouse must sign the beneficiary designation form after you have completed, signed and dated the form. ***Note: Your Spouse must sign the completed beneficiary designation form in the physical presence of a notary public who has an active commission or license.*** The notary will be the witness to confirm and verify that your Spouse has signed and dated the form, and the notary must sign and stamp the form with his/her notary seal. ***If you fail to obtain your Spouse's written consent on your beneficiary designation form or if your Spouse's signature has not been witnessed by a notary public who has an active commission or license, your beneficiary designation is invalid as long as you are married to that person.***
- You must file the fully completed beneficiary designation form with the Plan. The beneficiary designation form includes instructions on where to file your completed beneficiary designation form. Your beneficiary designation is not effective unless and until it is received by the Plan.

## **On-Line Beneficiary Designations**

You can make, or change, your beneficiary designations directly on the Plan's website (see "Accessing Your Plan Account" on page 3). If, while completing your online beneficiary designation form, you do not identify your Spouse as your sole primary beneficiary then, after clicking the confirm button, the status of your beneficiary designation will be "pending."

To finalize your online beneficiary designation, follow these steps:

- A beneficiary designation form, which has been pre-populated with your selected designations, will be mailed to you.

- You should review the form and if it is correct, you should sign and date this beneficiary designation form.
- Your Spouse must sign the beneficiary designation form after you have completed, signed and dated the form. ***Note: Your Spouse must sign the completed beneficiary designation form in the physical presence of a notary public who has an active commission or license.*** The notary will be the witness to confirm and verify that your Spouse has signed and dated the form, and the notary must sign and stamp the form with his/her notary seal. ***If you fail to obtain your Spouse's written consent on your beneficiary designation form or if your Spouse's signature has not been witnessed by a notary public who has an active commission or license, your beneficiary designation is invalid as long as you are married to that person.***
- Mail the signed and notarized form to the address at the bottom of the form.

Once this documentation is received and validated, your beneficiary designation will be complete and the “pending” status removed.

Your completed and filed Beneficiary Designation remains in effect until (1) you change it and (2) if you are married at that time, your Spouse gives written consent to that change and your Spouse's signature is witnessed by a notary public.

If you divorce, you may revise your beneficiary designation to name any beneficiary you choose.

You may make or change your beneficiary designation at any time, subject to your Spouse's written consent to that change and your Spouse's signature is witnessed by a notary public, by contacting the Wells Fargo Retirement Service Center at the phone number or website listed on page 3 of this SPD.

### **Payment Following Participant's Death After Termination of Employment**

If you die after you terminate employment with CenturyLink but before receiving a distribution of your entire vested Account under the Plan, your remaining vested Account balance will be paid in the following order:

- First to your surviving Spouse, if you are married on your date of death and your Spouse did not give notarized written consent to your naming another beneficiary, then
- Second to your designated beneficiary(ies), provided that, if you are married on your date of death, your Spouse gave written consent to your naming of any non-Spouse beneficiary(ies) and your Spouse's signature was witnessed by a notary public, then
- Third and last, to your estate, if your Spouse and/or designated beneficiaries do not survive you, or if you did not complete a valid beneficiary designation to which your Spouse had given written consent to your naming of any non-Spouse beneficiary(ies) and your Spouse's signature had been witnessed by a notary public.

## **Timing of Payment to Beneficiary After Participant's Death**

Your designated beneficiary needs to promptly notify the Plan in the event of your death. Upon receipt of notice, and satisfactory proof of your death, the Plan will provide appropriate distribution paperwork.

If your surviving Spouse is your designated beneficiary, he or she may elect to receive a lump sum distribution, roll the Account to an IRA or other eligible retirement plan, or defer receiving a payment until you would have attained age 70½. If your Spouse elects to delay distributions, your Spouse must begin to receive minimum distributions from the Plan at the time you would have attained age 70½ had you survived.

If your designated beneficiary is not your Spouse, your beneficiary must receive a full distribution of your Account within five years of your death. Your beneficiary also may elect to receive payment over his or her life expectancy provided the election is made and payments begin by the end of the calendar year following the calendar year in which your death occurred. For example, if you die on March 15, 2017, payments would begin no later than December 31, 2018.

Regardless who is your designated beneficiary, if your Account balance is less than \$1,000, your beneficiary will be required to take a lump sum distribution of your Account within 90 days of your death.

Your beneficiary also may be eligible to roll the Account balance distribution to an IRA as a direct rollover.

## **What Happens to Your Plan Account If You Die Without Having A Designated Beneficiary**

If you do not have a valid beneficiary designation form on file with the Plan at the time of your death, your Plan account balance automatically will be paid to your surviving Spouse. If your Spouse does not survive you or if you do not have a Spouse, your Plan account will be payable to your estate. Payment to your estate may create a significant burden on your family after you are gone. For instance, payment to your estate may lengthen the distribution process and reduce the amount your family receives if they need legal help satisfying the probate laws of your state. Further, because estates are not eligible for direct rollovers, the tax consequences could be less favorable than if you have a valid beneficiary designation form on file. Please consult your own tax advisor before you leave payment of your Account to your estate.



## **SECTION 12: CLAIMS FOR BENEFITS**

### **Application Process**

The Plan has a claims procedure that you (or your beneficiary) must use (1) to apply for benefits from the Plan, (2) to enforce your rights under the terms of the Plan, or (3) to clarify your right to future benefits under the terms of the Plan. If you have a claim, it should be submitted in writing to the Wells Fargo Retirement Service Center (see page 3 for contact information). Unless special circumstances exist, your application or claim will be processed when all necessary information is provided to the Wells Fargo Retirement Service Center, including verification of your eligibility for a distribution. Your payment will be made as soon as administratively possible after the processing date. In the event of a delay in your distribution, you should receive within 90 days of your claim for benefits either

- a notice of the decision or
- a notice that (1) explains the special circumstances that are causing the delay and (2) sets a date, no later than 180 days after the Wells Fargo Retirement Service Center received your application and all information necessary to process your application, and the time at which the Committee or its delegate expects to render a final decision regarding your application for benefits.

The Wells Fargo Retirement Service Center has full discretion to deny or grant any claim in whole or in part. Your claim will be deemed denied if you do not receive a notice of denial timely and you will be permitted to appeal the denial.

### **Adverse Benefit Determination**

If the Committee or its delegate partially or wholly denies your application for Plan benefits or other claim, you will receive a written notice that will include:

- the specific reason or reasons for the adverse benefit determination,
- specific references to provisions of the Plan document on which the adverse benefit determination is based,
- a description of any additional material or information which you must provide to make your claim valid with an explanation of why that material or information is needed and
- an explanation of the procedure to appeal an adverse benefit determination, the time limits applicable to such procedure and your right, at no charge, to have reasonable access to and to obtain copies of all relevant documents upon request therefore, and a statement of your right to bring a civil action under Section 502(a) of ERISA following a final adverse benefit determination.

## **Request for Review of Adverse Benefit Determination**

In the event of an adverse benefit determination, you may request a review by the Committee. The Committee is authorized to review such claim and to make a determination, as appropriate.

You will have the right, at no charge, to have reasonable access to and to obtain copies of all relevant documents upon request. You also have the right to submit in writing issues and comments, including, without limitation, appropriate evidence or testimony of an expert.

***Where to Send the Request for Review.*** Your request for review by the Committee must be submitted in writing to the Employee Benefits Committee within 60 days of your receipt of a notice of an adverse benefit determination. The address is:

Attention: CenturyLink Employee Benefits Committee  
c/o CenturyLink, Inc.  
214 E. 24<sup>th</sup> Street  
Vancouver, WA 98663.

## **Decision on Review of an Adverse Benefit Determination**

The Committee will make a decision within a reasonable period of time, but no later than 60 days after its receipt of your request for review. However, if special circumstances require an extension of time for processing, the Committee may extend the deadline provided the extension will not exceed an additional 60 days. You will be notified in writing prior to the expiration of the initial 60 days of the special circumstances requiring the extension(s) and of the date a determination is anticipated. If no response is received by the end of these time periods, your claim is deemed denied.

The Committee will review the adverse benefit determination, taking into account all comments, documents, records and other information submitted by you relating to the claim regardless of whether the information was previously considered during the initial review of the claim. The Committee has full discretion to construe and interpret the terms and provisions of the Plan and make factual determinations. The decision by the Committee is final.

You will be notified in writing of the decision of the review. In the event of an adverse benefit determination on review, the notice will communicate:

- The specific reason(s) for the adverse benefit determination.
- The specific reference(s) to the Plan provisions on which the adverse benefit determination is based.
- A statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

After exhausting the claims procedure as provided under the Plan, you may have the right to pursue any other legal or equitable remedy.

## **Deadline to File a Civil Suit: Legal Remedy; Where You Must File a Lawsuit**

Before you can go to court, you must first bring your claim through the claims and appeals procedure as explained above. After exhausting the claims procedure as explained in this Section, nothing shall prevent any person from pursuing any other legal remedy; provided, however, no person shall have the right to file a civil action, proceeding or lawsuit against the Plan or any person acting with respect to the Plan, including, but not limited to, CenturyLink, any Participating Company, the Plan Administrator or any other Plan fiduciary, or any third party service provider, after the last day of the 12th month following the later of (a) the deadline explained in the “Decision on Review” above or (b) the date on which the Adverse Benefit Determination on appeal was issued with respect to such Plan benefit claim.

In addition, any lawsuit to enforce a benefit claim or to interpret the Plan may be brought only by civil action in the United States District Court for the Western District of Louisiana. By virtue of your participation in the Plan, you are deemed to have irrevocably consented to this jurisdiction and venue in the Court and you also are deemed to have agreed to irrevocably waive any defense based on lack of venue, personal jurisdiction, *forum non conveniens*, transfer, priority doctrines and any other defenses of similar type or import.

## **Deadline for Claims Involving Certain Transactions**

The Wells Fargo Retirement Service Center will provide you with a confirmation of each of the following elections when that election is processed:

- elections regarding the investment of contributions to the Plan,
- elections regarding the amount or percentage of your contribution, and
- elections for distribution from the Plan or any other transaction that you may direct.

If you object to the correctness of the election transaction, you must notify the Wells Fargo Retirement Service Center within 120 days of the date of the transaction in order to seek corrective action.

## SECTION 13: IMPORTANT LEGAL INFORMATION ABOUT THE PLAN

### About the Plan

**Official Plan Name.** The official name of the “Plan” is CenturyLink Union 401(k) Plan.

**Plan Number or PN.** The “Plan Number” or “PN” assigned to the Plan by CenturyLink is 003.

**Type of Plan.** The Plan is a profit sharing plan intended to qualify for federal income tax purposes under Section 401(a) of the Code. It includes a qualified cash or deferred arrangement under Section 401(k) of the Code and a frozen employee stock ownership plan (“ESOP”) intended to qualify under Section 4975(e)(7) of the Code.

The Plan is an ERISA Section 404(c) “defined contribution plan.” The amount of money you may receive from the Plan is the result of the amount of contributions allocated to your Account and the gains and losses and other income earned by the Account. Contributions to the Plan are subject to risk of investment loss.

Under ERISA, the Plan is classified as an “employee pension benefit plan” (Section 3(2) of ERISA) and an “individual account plan” (Section 3(34) of ERISA). While the Plan is not subject to the statutory requirements regarding funding (Part 3 of Subtitle B of Title I of ERISA), it is by its nature fully funded at all times.

**Pension Benefit Guaranty Corporation.** As an individual account plan, the Plan is not subject, nor can it be made subject, to the provisions of Title IV of ERISA relating to guarantee of benefits by the Pension Benefit Guaranty Corporation; instead, each Participant’s benefits at any time depend on the amount in the Participant’s individual account.

**IRS Approval of the Plan.** The Plan is subject to the continuing approval of the IRS. If federal tax laws or IRS regulations change, Plan provisions may also change.

**Plan Year.** The “Plan Year” is the Plan’s accounting period used for maintaining the Plan’s financial and other records. The Plan Year is the 12-month period from January 1 through December 31.

### Plan Amendment or Termination

CenturyLink, Inc. expects to continue the Plan indefinitely. CenturyLink, Inc. reserves the right to amend or modify in whole or in part the Plan in its sole and absolute discretion, at any time for any reason, including changing, reducing or eliminating one or more of the Plan’s contribution formulas. The Plan may be amended by the Board of Directors of CenturyLink, Inc. It may also be amended by the CenturyLink Plan Design Committee or other person(s) to the extent amendment authority has been delegated by the Board of Directors of CenturyLink, Inc.

CenturyLink, Inc. also reserves the right to terminate the Plan at any time and each individual Participating Company has reserved the right to terminate participation in the Plan at any time. Also, the CenturyLink Plan Design Committee, with the consent of the Chairman of the Board of Directors of CenturyLink, Inc. and approval of the Board of Directors, may terminate the Plan. If

the Plan is terminated, in whole or in part, the Participating Company's Matching Contributions will become non-forfeitable and fully vested. Payments after the Plan terminates or contributions permanently cease will be limited to the assets in the Plan's Trust Fund and will not require additional CenturyLink contributions to the Trust Fund.

No amendment or termination of the Plan may have the effect of diverting any part of the principal or income of the Trust for purposes other than for the exclusive benefit of the Participants or deprive any Participant of the value of the Participant's Account, except as specifically provided for in the Plan.

### **Plan Administrative and Investment-Related Expenses**

***Plan Administrative Expenses.*** A plan administration fee is deducted from Participant's Accounts as a flat rate per Participant. This administrative fee covers operating expenses of the Plan and includes recordkeeping, account maintenance, government reporting, plan audit, accounting, legal fees and other administrative expenses. The administrative fee may change as administrative procedures change.

The annual administration fees are projected on an annual basis and a quarterly per participant fee is calculated based on the projected amount. At the end of each quarter the fee is deducted from each participant's Target Date or core funds on a pro-rata basis and deposited to the Plan's administrative fee account. As the Plan receives invoices for services rendered they are paid from the Plan's fee account.

Refer to your quarterly statement for details of the Plan administration fees that have been charged to your Plan Account. You also will receive an annual notice of all of the administration fees that may be chargeable.

***Investment Management Expenses.*** Fees and expenses of an Investment Manager are part of the cost of maintaining the portion of the Trust Fund the Investment Manager manages and will be paid out of the Investment Fund. Brokerage fees, transfer taxes, and other expenses resulting from the purchase or sale of securities by the Trustee are part of the cost of the securities, or deducted in computing the proceeds, as the case may be. Taxes, if any, on any assets held or income received by the Trustee will be charged appropriately against the Accounts of Participants as the Committee determines.

If you establish a PCRA, you will be responsible for any fees or expenses charged by Schwab and charged in connection with the buying or selling of investments, the establishment or maintenance of the PCRA. Currently, there is no additional fee to establish or maintain a PCRA account. More information on the fees associated with the PCRA option is available on the Plan website or by calling the Wells Fargo Retirement Service Center (see page 3 for its phone number).

For investments other than those held in the PCRA, the Plan does not assess transaction fees against your Account when you change your investments. There is no fee for the initial investment instructions you provide when you become a Participant (or beneficiary) and there are no front-end or back-end loads that apply against any amount invested in the Plan core funds or the Plan Target Date Funds.

There are, however, investment management fees and expenses associated with the Target Date Funds and Core Fund investment options. These investment management fees are based on annual estimates (the “Annual Estimated Cost”). Actual fees will vary depending on the actual expenses experienced by the Plan.

The Target Date Funds indirectly pay their pro-rata share of the Annual Estimated Cost and investment management fees incurred by the underlying funds. They also directly pay their pro-rata share of investment management fees associated with the Target Date Funds. As the underlying funds or the Target Date Fund’s allocations among the underlying investments change from time to time, the weighted average annual estimated cost borne by the Plan Target Date Funds may increase or decrease.

These investment management fees are deducted from Plan assets on a daily basis and are expressed as a percentage of the net assets of the funds. For more information, see the Fund Fact Sheets.

Current information on investment management fees is available in the Annual Estimated Cost section of the Fund Fact Sheets, which are available through the Wells Fargo Retirement Service Center (see page 3 for contact information), or in your quarterly statement provided by Wells Fargo.

***Participant-Paid Transaction Fees.*** The Committee may approve charging of specific transaction fees directly to the Participant who requests the transaction. As an example, fees for loans or QDROs are paid by the Participant requesting the loan or QDRO. Information about these transactional fees is available through the Wells Fargo Retirement Service Center (see page 3 for contact information).

### **Circumstances That May Affect Your Plan Account**

Under certain circumstances, your benefits under the Plan may be denied, reduced, suspended or otherwise affected. Many of these circumstances have been addressed elsewhere in this SPD. Additional circumstances include, but are not limited to, the following:

- The investment results of the funds in which your Plan Account is invested may decrease the value of your Plan Account.
- Each year, the IRS requires CenturyLink to make sure that the Plan does not discriminate against lower-paid Employees. You will be notified if your Plan Account is affected.
- Currently, IRS rules state that beginning in 2017 the portion, if any, of your annual base pay above \$270,000, as adjusted annually by the federal government, may not be used to determine how much you may save in the Plan.
- Under federal law, there are certain limits on the amount of benefits you may receive from the Plan. Many, but not all, of these limits generally apply only to a small number of the most Highly Compensated Employees. You will be notified if you are affected.

- If you misrepresent or falsify any information required under the Plan you will not be permitted to benefit under the Plan from your own misrepresentation.
- Within the limits set by law, CenturyLink has the right to recoup any contributions made to your Account due to miscalculation or any other administrative mistake such as:
  - You are no longer in an eligible class of Participants.
  - The Plan is amended or terminated.
  - You have been overpaid a benefit and the Plan seeks restitution.
  - Your employment status changes (for example, you change your status from Bargaining to Non-Bargaining, you go on a leave of absence, you are suspended, *etc.*)
  - You wait more than one year to bring a lawsuit or proceeding and exceed the deadline set by the Plan. Refer to “Deadline by which to File a Civil Suit: Legal Remedy” in Section 12: Claims for Benefits.

### **Account Statement**

All activity regarding your Plan Account (such as contributions, distributions, and investment results) is shown on an account statement. You can access an account statement on the Wells Fargo Retirement Service Center website for any time period in the last 24 months (see page 3 for its website link). You also can request that a hard copy of your Plan account statements be mailed to you on a quarterly basis. **Note: Unless you elect to receive paper confirmations and with the exception of certain transactions, you will receive electronic confirmations when you process most transactions in the Plan.** Confirmation for withdrawals, address changes for terminated Participants, and loan defaults will be mailed to you. Confirmation may be in the form of an individual Participant Plan account statement and/or an IRS Form 1099-R.

### **No Employment Contract**

Neither the establishment of the Plan nor the participation in the Plan by any employee is a contract of employment. Every employee remains subject to discharge without regard to his or her participation in the Plan.

### **Anti-Assignment**

Except for Plan loans described in Section 10: Loans, you may not sell, assign, pledge or transfer your benefits under the Plan before you receive them. In general, your Plan Account is not subject to garnishment, execution, levy or other legal process by your creditors. However, there are some exceptions to this rule, including payment to a Spouse, former Spouse, child or other dependent required under a “Qualified Domestic Relations Order” issued by a court pursuant to a state domestic relations law and federal tax levies. See Section 9: Qualified Domestic Relations Order (QDRO) for more information.

## **Top-Heavy**

Under federal pension law, special benefits are required to be provided if the Plan is determined to be “top-heavy.” The Plan will be top-heavy if the aggregate value of the Accounts for certain Participants who are “key employees” is 60% or more of the aggregate value of all other Participants’ Accounts. In the unlikely event that the Plan becomes top-heavy, you may be entitled to receive a minimum contribution for the Plan Year. The Committee will notify Participants if the Plan becomes top-heavy.

## **Invalid Provisions**

In the event any provisions of the Plan may be held illegal or invalid for any reason, such illegality or invalidity will not affect remaining sections of the Plan and the Plan will be construed and enforced as if said illegal or invalid provisions had never been inserted into the Plan document.

## **Errors or Mistakes; Authority to Recover Overpayments**

If a clerical error or other mistake is made by the Committee, CIM, Wells Fargo, Schwab, any vendor or other provider of services that changes your Plan benefit, the clerical error or other mistake does not create a right to benefits under the Plan. Every effort is made to administer the Plan in a fully accurate manner, any inadvertent error, misstatement or omission will be disregarded and the actual Plan provisions will control. When an error is found, it will be corrected or adjusted appropriately as soon as practicable. Interest shall not be payable by the Plan or the Company with respect to a benefit that the Plan Administrator corrects or adjusts.

The Committee and its delegates have the authority to recover overpayments from Plan participants and beneficiaries through all lawful process, including litigation, or by adjusting or suspending future benefit payments. It is your responsibility to confirm the accuracy of statements made by the Plan Administrator or its delegates.

## **Your ERISA Rights**

You are entitled to certain rights and protections pursuant to ERISA. ERISA provides that, as a Plan Participant, you will be entitled to:

### ***Receive Information About Your Plan Account***

- Examine, without charge, at the Committee’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including, if applicable, insurance contracts, collective bargaining agreement, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the United States Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Committee or its delegate, copies of documents governing the operation of the Plan, including, if applicable, insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated



summary plan description. The Committee or its delegate may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Committee or its delegate is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement indicating the amounts credited to your Account under the Plan as of that statement date. This statement must be requested in writing and is not required to be given more than once every 12 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 on the people who are responsible for the operation of the Plan. The people who operate the 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, your union (if applicable) or any other person, may terminate your employment or otherwise discriminate against you in any way to prevent you from obtaining a payment or exercising your rights under ERISA.

### ***Enforce Your Rights***

If your claim for Plan 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 these rights. For instance, if you request a copy of plan documents or the latest annual report (Form 5500) from the Committee and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Committee 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 Committee. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court after you have exhausted the Plan's claims procedure (see Section 12: Claims for Benefits on page 50). In addition, if you disagree with the Plan's decision concerning the qualified status of a Domestic Relations Order, you may file suit in federal court. If it should happen that 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 a 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 these costs and 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 the Plan, you should contact the Wells Fargo Retirement Service Center or the Committee or its delegate. If you have any questions about this statement or about your rights pursuant to ERISA, or if you need assistance in obtaining documents from the Committee, you should contact the nearest 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, D.C. 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 (“EBSA”).

Addresses and telephone numbers of regional and district EBSA offices are available through the EBSA Website: [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

### **Keep Your Home Address Up-To-Date**

Information about the Plan and your Account will be sent to your home address as found in the Plan’s records. As a result, you must keep your address information up-to-date.

If you are an active employee, you can do this by inputting address changes directly on the CenturyLink Intranet home page by clicking on the link on the upper right corner for ESS/MMS and entering your User ID and password. Next, select the Employee Self Service tab and update your address under the Work and Personal Information section of this page. You may also contact your local Human Resources Business Partner to advise of your change of address.

If you are a former employee who continues to maintain a balance in the Plan, it is even more important for you to keep your address information up-to-date. If you have terminated within the last 12 months, you should notify the Plan of any address change as soon as possible via email at [HRIS.Request@centurylink.com](mailto:HRIS.Request@centurylink.com) or by calling 800.729.7526. If your date of termination is greater than 12 months, you should notify the Plan of any address change as soon as possible by contacting Wells Fargo at 877.379.0118 or by changing your address on your Plan account at Wells Fargo by accessing your account at [www.wellsfargo.com/retirementplan](http://www.wellsfargo.com/retirementplan).

## **SECTION 14: FEDERAL INCOME TAX EFFECT OF PARTICIPANT CONTRIBUTIONS, COMPANY CONTRIBUTIONS AND WITHDRAWALS UNDER PRESENT LAW**

The following may be the federal income tax consequences of participation in the Plan so long as the Plan is a “qualified” plan for federal income tax purposes. The Plan is intended to qualify under Sections 401(a), 401(k) and 4975(e)(7) of the Code. This section is only a summary, does not purport to be complete, and, among other things, does not cover state and local tax treatment of participation in the Plan. Furthermore, differences in Participants’ financial situations may cause federal, state and local tax consequences of participation in the Plan to vary. Therefore, you should consult with an accountant, legal counsel or other financial advisor regarding the tax consequences of your participation in the Plan.

You will not be subject to federal income tax on Pre-Tax Contributions and Company Matching Contributions when they are made to the Plan. However, Pre-Tax Contributions are subject to federal employment taxes (such as FICA and FUTA) when made. There is no federal income tax on the earnings in your Account at the time those earnings are credited to your Plan Account. As noted earlier, however, while investments through the PCRA are not expected to result in unrelated business taxable income liability, in the event such taxes are incurred in your PCRA, any such taxes will be deducted from your Account when incurred.

Roth Contributions and After-Tax Contributions are subject to federal income and employment taxes at the time of their contribution to the Plan. Like Pre-Tax Contributions and Company Matching Contributions, there is no federal income tax on the earnings on these amounts at the time those earnings are credited to your Plan Account. Upon distribution, the After-Tax Contributions will not be subject to federal income tax (because you have paid federal income taxes on these amounts already), but the earnings on the After-Tax Contributions are taxable (and will be subject to mandatory 20% federal income tax withholding unless rolled over, as explained below). Roth Contributions are subject to special rules. If the Roth Contributions are distributed after age 59½ and those Roth Contributions have been held in the Plan for at least five years, then the distribution of the Roth Contributions and any earnings on those amounts will be tax-free.

The taxable amount of most withdrawals and distributions in a qualified plan are considered eligible rollover distributions. Eligible rollover distributions include partial withdrawals, full withdrawals and entire account distributions. You may elect to have the taxable amount of an eligible rollover distribution transferred directly to an Individual Retirement Account (IRA) or to another qualified 401(a) or 403(b) plan (or a 457 plan maintained by a tax exempt entity) to avoid both current income tax withholding and current income tax liability if done within 60 days of distribution. Your beneficiary may elect to have the taxable amount transferred to an IRA. Otherwise, if you elect to have the eligible rollover distribution paid directly to you, the taxable amount is subject to a mandatory federal income tax withholding rate of 20%. You do not have the option of waiving the federal income tax withholding.

If a portion of your distribution is made in the form of CenturyLink Shares, you may be eligible for deferral of the net unrealized appreciation on those shares of stock and for capital gains treatment on your subsequent disposition of that stock. However, a rollover of CenturyLink

Shares to an IRA may eliminate your eligibility for capital gains treatment on a later distribution from the IRA. You should consult with your tax advisor to determine the tax consequences of any distribution from the Plan, including a distribution in the form of CenturyLink Shares, and whether a distribution should be rolled over to an IRA.

Distributions, which are considered not eligible for rollover and not subject to the mandatory federal income tax withholding rate of 20%, include hardship withdrawals, refunds of Code Section 401(k) excess employee contributions, Code Section 415(c) excess Annual Addition refunds, excess contribution refunds due to the failure of the nondiscrimination test(s), loans, loans in default, dividends paid on employer securities, installment payments lasting 10 years or more, and minimum annual distributions at or after age 70½. The taxable portion of these types of distributions will be taxed at ordinary income tax rates.

In addition, for certain “early distributions,” there is a 10% penalty tax on the taxable portion of an eligible rollover distribution that is not rolled over. This penalty tax is in addition to any income taxes applicable to a taxable distribution that is not rolled over to an IRA or another plan eligible to receive rollovers. This early distribution penalty tax will not apply to distributions (i) upon death, (ii) when a Participant is age 59½ or older, (iii) when a Participant retires during or after the year in which age 55 is attained, (iv) pursuant to a Qualified Domestic Relations Order, (v) made in the form of a life annuity, (vi) of dividend distributions from an ESOP, (vii) that are required to correct any excess contributions made to the Plan under the Code. The 10% penalty tax is not withheld at the time of distribution. You are responsible for reporting and paying the amount, if any, when you file your income tax return.

The company making contributions will be entitled to federal income tax deductions for the contributions in the year which the contributions are made. In addition, dividends paid on CenturyLink Shares held in the ESOP Account are deductible by CenturyLink for federal income tax purposes.

Section 415 of the Code limits the amount of annual contributions that can be made to your Account to the lesser of \$54,000 for 2017 (as indexed) or 100% of your taxable pay. The limit on total annual contributions is based on the sum of all contributions (that is, Pre-Tax, Roth and After-Tax Contributions) from pay and all Company Matching Contributions. If this limit is exceeded for any year, the Plan is required to correct the excess, which may require a refund to you of your Pre-Tax, Roth or After-Tax Contributions. You will owe taxes on any Pre-Tax Contributions and earnings and any earnings on After-Tax Contributions included in the refund. The refund is not an eligible rollover distribution and is not subject to the mandatory 20% federal income tax withholding.

Your Pre-Tax and Roth Contributions are limited each calendar year to the amount specified in Section 402(g) of the Code (as indexed annually). For 2017, this Code Section 402(g) limit is \$18,000. If you made Pre-Tax and/or Roth Contributions under plans of employers unrelated to the Company, the contributions under all plans for any calendar year may not exceed the \$18,000 limit. In the event you have Pre-Tax and Roth Contributions in excess of the \$18,000 limit (excluding catch-up contributions which are subject to a separate limit set forth in Code Section 414(v), of \$6,000 in 2017), you must notify your employer(s) by March 1 of the following year and request the excess over \$18,000 plus earnings, be distributed to you. Pre-Tax

Contributions will be refunded first. The refund of the excess amount is not an eligible rollover distribution and is not subject to the mandatory 20% federal income tax withholding.

Your excess Pre-Tax and Roth Contributions that are not distributed by April 15 of the year following the calendar year in which the excess contribution is made may be taxable for the year contributed and upon distribution. If the excess contribution is not distributed by April 15 of the year following the year made, then the excess contribution is not distributable at all except upon death, attainment of age 59½, separation from service, hardship or Plan termination, unless otherwise approved by the IRS.

Finally, you can find more detailed information on the federal tax treatment of payments from employer plans in various IRS publications, including: IRS Publication 575, Pension and Annuity Income; IRS Publication 590, Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, from the IRS's website at [www.irs.gov](http://www.irs.gov), or by calling 1-800-TAX-FORM.

## **SECTION 15: GLOSSARY**

Certain capitalized words and phrases used in this SPD are defined below. If you are uncertain about the meaning of a word or phrase, contact the Plan Administrator for further clarification. In the event of any discrepancies or conflicts between these definitions and the Plan document, the terms of the Plan document shall govern.

### **Bonus Compensation**

“Bonus Compensation” is defined on page 17.

### **Centel Plan**

“Centel Plan” means the Centel Retirement Savings Plan for Bargaining Unit Employees, as it existed on April 1, 2012, prior to its merger into this Plan.

### **CenturyLink**

“CenturyLink” means CenturyLink, Inc.

### **CIM**

“CIM” means the CenturyLink Investment Management Company. See page 4 for more information.

### **Code**

“Code” means the Internal Revenue Code.

### **Committee**

“Committee” means the CenturyLink Employee Benefits Committee and any of its delegates. See page 2 for more information about the Committee.

### **Company**

“Company” means CenturyLink and the Participating Companies either individually or jointly as the context requires.

### **Compensation**

“Compensation” has the meaning explained on page 15.

### **Covered Employee**

“Covered Employee” has the meaning explained on page 6.

**Embarq RSP**

“Embarq RSP” means the Embarq Retirement Savings Plan for Bargaining Unit Employees, as it existed on April 1, 2012, prior to its merger into this Plan.

**Employee Contributions**

“Employee Contributions” means, individually or jointly, your Pre-Tax Contributions, After-Tax Contributions and/or Roth Contributions.

**ERISA**

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

**Fund Fact Sheet**

“Fund Fact Sheet” means the supplemental information about each investment fund currently available under the Plan. Fund Fact Sheets are available from the Wells Fargo Retirement Service Center (see page 4 for contact information).

**Highly Compensated Employee**

“Highly Compensated Employee” means an Employee who (i) earns over a specified annual dollar amount during the Plan Year, which may be revised by the IRS to reflect cost of living adjustments (for 2017, \$120,000) and (ii) is in the top 20% of employees when ranked by annual compensation (the “top paid group”).

**Participant**

“Participant” means any eligible Employee who has met the eligibility requirements to participate in the Plan. See Section 3: Participating in the Plan for more information.

**PCRA**

“PCRA” means the Charles Schwab Personal Choice Retirement Account® described in Section 6: Investment of Your Plan Account.

**Plan**

“Plan” means the CenturyLink Union 401(k) Plan.

**Plan Administrator**

“Plan Administrator” means the Committee. See page 2 for more information.

**Plan Sponsor**

“Plan Sponsor” means CenturyLink, Inc. See page 2 for more information.

### **Project Based Employee**

“Project Based Employee” is defined on page 16.

### **QDRO**

“QDRO” or “qualified domestic relations order” is described in Section 9: Qualified Domestic Relations Order (QDRO) on page 41.

### **QSIP**

“QSIP” means the Qwest Savings and Investment Plan, as it existed on April 1, 2012, prior to its merger into this Plan.

### **Retirement Savings Plan**

“Retirement Savings Plan” means CenturyTel, Inc. Union Retirement Savings Plan and Trust.

### **Schwab**

“Schwab” means Charles Schwab & Company, Inc.

### **Spouse**

“Spouse” means, effective June 26, 2013, the individual to whom a Participant is lawfully married in accordance with the laws of the jurisdiction in which the marriage was celebrated (that is, where the marriage was entered into), whether the marriage is by civil or religious ceremony or by common law. If the marriage occurred in a foreign jurisdiction, Spouse means the individual to whom the Participant is lawfully married under the laws of that foreign jurisdiction but only if the relationship would be recognized as marriage under the laws of at least one state, possession, or territory of the United States, regardless of domicile. Spouse also includes a former Spouse to the extent a QDRO requires such former Spouse to be treated as a Spouse.

### **Trustee**

“Trustee” of the Plan is The Northern Trust Company. See page 4 for more information.



## APPENDIX A

### INVESTMENT OPTIONS

The tables below show the investment fund options available under the Plan as of January 1, 2017.

***Additional Information about the Plan's Investments.*** More information is available about the investments on the Fund Fact Sheets. You can view or request a copy of the Fund Fact Sheets by calling Wells Fargo Retirement Services at 877.379.0118, or by signing in to your account at [www.wellsfargo.com/retirementplan](http://www.wellsfargo.com/retirementplan). Updated performance information and the current fees for the funds are available on the Fund Fact Sheets.

<b>TARGET DATE FUNDS</b>		
<b>Asset Class – Diversified</b>		
<b><u>Investment Objective</u></b>		
<p>The Target Date Funds provide a simple, one-step investment choice for saving for retirement. The objective of the Funds is to provide a professionally managed investment solution that seeks investment returns while taking risk that is appropriate for an anticipated retirement age of 65 near the year in the Fund's name.</p> <p>Those funds invest in a broadly-diversified portfolio that will be automatically reallocated to gradually become more conservative over time as you near an anticipated retirement age of 65. The diversified mix of investments may include global stocks, bonds, real estate, and risk parity strategies. The Target Date Funds invest in many of the Plan's core funds and also include investments in other assets not available as standalone participant investment options. The asset allocation of the Fund targeting your retirement date will change annually as you grow older. The asset allocation may continue to be adjusted after the target retirement date is reached.</p> <p>The objective of the Conservative Retirement Fund is to provide a professionally managed investment solution that seeks investment return by taking less risk than the Retirement Fund. This fund is a diversified portfolio with a fixed asset allocation.</p> <p>The current asset allocation for each of the funds is shown on the Fund Fact Sheets. The Funds are rebalanced throughout the year to maintain the target asset allocation mix within acceptable ranges.</p>		
<b><u>Benchmarks</u></b>		
<ul style="list-style-type: none"> <li>• Custom blend of broad market indices that aligns with the target asset allocation of the funds. This benchmark will evolve over time to reflect changes in the asset allocation of the funds.</li> <li>• S&amp;P 500® Stock Index and/or</li> <li>• Barclay's Capital U.S. Aggregate Index</li> </ul>		
<b><u>Target Date Fund Names</u></b>		
2060 Target Date Fund	2055 Target Date Fund	2050 Target Date Fund
2045 Target Date Fund	2040 Target Date Fund	2035 Target Date Fund
2030 Target Date Fund	2025 Target Date Fund	2020 Target Date Fund
2015 Target Date Fund	Retirement Fund	Conservative Retirement Fund

Asset Class	Fund Name	Investment Objective and Benchmark
<b>CORE FUNDS</b>		
<b><i>PASSIVELY-MANAGED CORE FUNDS</i></b>		
Bond – U.S. Bonds	U.S. Bond Index Fund	<u>Objective:</u> Closely match the return of a broad investment-grade U.S. bond market index. <u>Benchmark:</u> Barclay’s Capital U.S. Aggregate Index
Bond – Inflation Indexed	Inflation Indexed Securities Fund	<u>Objective:</u> Closely match the return of an index of U.S. Treasury inflation-indexed securities (TIPS). <u>Benchmark:</u> Barclay’s U.S. Treasury Inflation Protected 0-5 Years Index
Stock – U.S. Stocks	U.S. Stock Index Fund	<u>Objective:</u> Closely match the return of a broad stock market index of the largest 3,000 companies in the U.S. <u>Benchmark:</u> Russell 3000 Stock Index
Stock – International Stocks	International Stock Index Fund	<u>Objective:</u> Closely match the return of a broad global stock market index of companies outside of the U.S. in both developed and emerging markets. <u>Benchmark:</u> MSCI ACWI Ex-US Stock Index <u>Frequent Trading Policy:</u> New transfers into this Fund will be blocked for 30 calendar days after you have transferred more than \$5,000 out of this Fund.
<b><i>ACTIVELY-MANAGED CORE FUNDS</i></b>		
Money Market	Money Market Fund	<u>Objective:</u> Preserve capital and provide current income. <u>Benchmark:</u> 3 Month T-Bills Index
Bond – U.S. Bonds	Active Bond Fund	<u>Objective:</u> Exceed the return of a broad U.S. investment-grade bond market index using an actively managed multi-manager approach. <u>Benchmark:</u> Barclay’s Capital U.S. Aggregate Index
Stock – U.S. Stocks	Active Large Cap U.S. Stock Fund**	<u>Objective:</u> Exceed the return of a broad market index of the largest 1,000 companies in the U.S. using an actively managed multi-manager approach. <u>Benchmark:</u> Russell 1000 Stock Index
Stock – U.S. Stocks	Active Small Cap U.S. Stock Fund**	<u>Objective:</u> Exceed the return of a broad market index of smaller capitalized U.S. companies using an actively managed multi-manager approach. <u>Benchmark:</u> Russell 2000 Stock Index
Stock – International Stocks	Active International Stock Fund	<u>Objective:</u> Exceed the return of a broad global stock market index of companies in both developed and emerging markets using an actively managed multi-manager approach. <u>Benchmark:</u> MSCI All Country World excluding U.S. Stock Index

Asset Class	Fund Name	Investment Objective and Benchmark
<b><i>PERSONAL CHOICE RETIREMENT ACCOUNT (PCRA) PROVIDED BY CHARLES SCHWAB</i></b>		
Various	Personal Choice Retirement Account	Provides an opportunity to select investments in a wide variety of individual stocks, bonds, mutual funds, and ETFs.  Designed for knowledgeable investors, a PCRA is an account within your retirement plan that offers expanded investment flexibility and control over how you choose to invest your money.
<b><i>CENTURYLINK COMPANY STOCK FUND — CLOSED TO NEW CONTRIBUTIONS</i></b>		
Company stock	CenturyLink Stock Fund* <i>*Due to lack of diversification, an investment in employer stock involves more risk than other funds.</i>	CenturyLink Stock Fund is a non-diversified fund, investing solely in CenturyLink, Inc. stock with a small portion of its assets in cash or cash equivalents to provide liquidity for withdrawals and transfers out of the fund. CenturyLink Stock Fund carries more risk than a diversified fund, which invests in many companies. Diversification in your overall portfolio is important. No new money can be invested in the CenturyLink Stock Fund.  <u>Benchmark:</u> S&P 500® Stock Index

\*\* The Active Large Cap U.S. Stock Fund is anticipated to be combined with the Active Small Cap U.S. Stock Fund in the 4th Quarter of 2017

**Note: Participants should be aware that past performance is not an indication of future performance nor are any particular rates of return guaranteed. Also, a Participant's Account performance may vary from other Accounts due to the timing of contributions, withdrawals and other fund transactions made throughout the year. An investment in any of the Fund's can lose money.**

<b>Not FDIC Insured</b>	<b>May Lose Value</b>	<b>Not Bank Guaranteed</b>
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