

CenturyLink Active and Retiree Life Insurance Plan

Summary Plan Description for
Legacy Embarq Actives and Retirees
(Carolina Telephone and Telegraph Company aka CT&T
VEBA)

CenturyLink, Inc.
Effective January 1, 2020

**CenturyLink Active and Retiree Life Insurance Plan
Legacy Embarq Actives and Retirees
[CT&T VEBA]**

TABLE OF CONTENTS

INTRODUCTION	3
<i>This SPD Covers the Following Population</i>	<i>4</i>
<i>Reserved Rights</i>	<i>6</i>
<i>How to Use this Document.....</i>	<i>6</i>
<i>What is an SPD?.....</i>	<i>7</i>
LIFE INSURANCE PLANS.....	8
COMMON FEATURES OF THE LIFE PLAN	9
<i>Eligibility.....</i>	<i>9</i>
<i>You are not eligible</i>	<i>10</i>
<i>Your Beneficiary.....</i>	<i>11</i>
<i>When Coverage Begins</i>	<i>12</i>
<i>Cost of Coverage.....</i>	<i>12</i>
<i>Income Taxes on the Value of Your Life Insurance</i>	<i>12</i>
<i>How To File a Claim.....</i>	<i>12</i>
<i>Recovery of Payments.....</i>	<i>12</i>
<i>Benefits Assignment</i>	<i>13</i>
<i>Release of Medical or Confidential Information.....</i>	<i>13</i>
<i>When Coverage Ends.....</i>	<i>13</i>
<i>Converting to Individual Insurance</i>	<i>13</i>
<i>Benefit While on Surplus.....</i>	<i>13</i>
ACTIVE BASIC LIFE INSURANCE.....	14
<i>Amount of Coverage</i>	<i>14</i>
<i>Cost of Coverage.....</i>	<i>14</i>
<i>How the Plan Pays Benefits.....</i>	<i>14</i>
RETIREE BASIC LIFE INSURANCE	15
<i>Amount of Coverage</i>	<i>15</i>
<i>Cost of Coverage.....</i>	<i>15</i>
<i>How the Plan Pays Benefits.....</i>	<i>15</i>
NOTICE AND PROOF OF CLAIM.....	16
CLAIMS APPEAL PROCEDURE.....	17
IMPORTANT INFORMATION ABOUT THE PLANS	18
<i>Statement of ERISA Rights</i>	<i>18</i>
<i>Plan Amendments.....</i>	<i>19</i>
<i>Interpretation of the Plan.....</i>	<i>19</i>
<i>Plan Name and Type</i>	<i>19</i>
<i>Plan Financing and Administration</i>	<i>20</i>
<i>Plan Sponsor</i>	<i>20</i>
<i>Plan Administrator and Agent for Service of Legal Process.....</i>	<i>20</i>
<i>Limitation on Civil Actions</i>	<i>20</i>
<i>Clerical Error.....</i>	<i>20</i>
<i>Records And Information and Your Obligation to Furnish Information.....</i>	<i>21</i>

Circumstances That May Affect Your Plan Benefits..... 21
Consequences of Falsification or Misrepresentation..... 22
GLOSSARY **23**
APPENDIX..... **26**

INTRODUCTION

The Carolina Telephone and Telegraph Company (the “Company”) is a wholly owned subsidiary of Embarq Corporation. On July 1, 2009 Embarq and CenturyTel Inc. completed a merger transaction whereby a wholly owned subsidiary of CenturyTel merged with and into Embarq. As a result of the merger, Embarq became a wholly owned subsidiary of CenturyTel which has been later renamed “CenturyLink, Inc.”. The Company continues to be a subsidiary of Embarq and remains the sponsor of the Plan. There have been changes to the Plan as a result of this merger.

The Company created certain death benefits under the Carolina Telephone and Telegraph Company’s Plan for Employees’ Pensions, Disability Benefits and Death Benefits and under other agreements for eligible employees, which has been renamed the Carolina Telephone and Telegraph Company Sickness Death Benefit Plan (the “Plan”) and to fund those certain Benefits, the Company created as of May 19, 1972, documented in a trust agreement as of March 20, 1973, restated as of August 31, 1979, and amended as of April 17, 1995 and again as of June 11, 1996, a trust intended to be a tax-exempt “voluntary employees’ beneficiary association” (“VEBA”) under section 501(c)(9) of the Code. The VEBA was a continuation of the Plan for Employees’ Pensions, Disability Benefits and Death Benefits, which was adopted by Carolina Telephone and Telegraph Company on February 1, 1926. The Company requested on April 26, 1973 and thereafter in May of 1973 received a determination from the Internal Revenue Service that such trust was a tax-exempt VEBA under Section 501(c)(9) of the Code. The Company has continued to fund and maintain such trust to pay the Benefits.

CenturyLink, Inc. (hereinafter “CenturyLink” or “Company”) is pleased to provide you with this Summary Plan Description (hereinafter “Benefit Summary” or “SPD”). This SPD presents an overview of the general plan provisions, rights and responsibilities under the CenturyLink Active and Retiree Life Insurance Plan (the “Life Plan”). Collectively, this SPD might refer to the plan as “Active Life”, “Retiree Life”, “Life Insurance Plan”, “Life Insurance”, or “Plan”.

The effective date of this SPD is January 1, 2020. This SPD summarizes Active and Retiree Life Insurance for those participants noted below in “This SPD Covers the Following Population”. See Eligibility Section of this SPD for further information on if you were eligible for Basic Active and Retiree Life Insurance. This SPD, together with other plan documents (such as the Summary of Material Modifications (SMM), including materials you receive at Annual Enrollment) briefly describe your Benefits as well as rights and responsibilities under the Plan.

June 25, 2018 is the date changes were most recently made to the coverage available under the plan.

This SPD is intended to accurately reflect the provisions of the group Active and Retiree Life insurance policy that underwrite the CenturyLink Active and Retiree Life Insurance Plan.

This SPD Covers the Following Population

To be an eligible participant in the VEBA, an individual must have been or be one of the following:

(1) Management or Non-Bargaining Employee –

- a. An active employee at Carolina Telephone and Telegraph Company on December 21, 1993 who remains continuously employed by a subsidiary company of Embarq until terminating employment and be eligible to commence a pension benefit from the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan immediately thereafter. No VEBA death benefit is payable to the designated beneficiary of a “grandfathered” management or non-bargaining employee whose death occurs while in active employment.
- b. A retiree who was an active employee at Carolina Telephone and Telegraph Company on December 21, 1993, and remained continuously employed by a subsidiary company of Embarq until terminating employment when the Employee becomes eligible to retire under the Company pension plan as a “retiree” (not simply a terminated vested participant in the plan with a benefit) as explained below. A VEBA death benefit is payable to the designated beneficiary of such a retiree.

The Plan Administrator maintains a list of these eligible employees (above) since this is a closed population and as each eligible participant retires and passes away, this list is updated accordingly.

(2) Bargaining Unit Employee Represented by a CWA Local 3680 Series contract –

- a. An active bargaining unit employee at Carolina Telephone and Telegraph Company represented by one of the CWA Local 3680 Series contracts, except CWA 3680A, Fayetteville, NC, and CWA 3681A, New Bern, NC, on November 14, 2008, who remains continuously employed and represented by a CWA 3680 Series union local. A VEBA death benefit is payable to the designated beneficiary of a bargaining unit employee represented by one of the applicable CWA Local 3680 Series contracts whose death occurs while in active employment. A bargaining unit employee represented by one of the CWA Local 3680 Series contracts who is hired or rehired on or after November 15, 2008 will not become a participant.
- b. When such a bargaining unit employee terminates employment, he/she will continue to be a participant if eligible to commence a pension benefit as a “retiree” from the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan immediately thereafter as explained below.
- c. A retiree who was an active employee at Carolina Telephone and Telegraph Company on or before November 15, 2008 and remained continuously employed by CT&T until terminating employment. A VEBA death benefit is payable to the designated beneficiary of such a retiree.

Please Note: If these active employees (above) accept a severance benefit which provides for subsidized medical and dental for three (3) months post-termination, the VEBA benefit continues on their benefits/employment record until they either terminate due to not being retiree eligible or if eligible, the VEBA benefit moves to their retiree record after the three (3) months end.

(3) Bargaining Unit Employee Represented by IBEW Local 1912 –

- a. An active bargaining unit employee at Carolina Telephone and Telegraph Company represented by IBEW Local 1912, Southern Pines, NC, on May 31, 2009, who remains continuously employed and represented by IBEW Local 1912. A VEBA death benefit is payable to the designated beneficiary of a bargaining unit employee represented by IBEW Local 1912 whose death occurs while in active employment. A bargaining unit employee represented by IBEW Local 1912 who is hired, rehired or transferred on or after June 1, 2009 will not become a participant.
- b. When such a bargaining unit employee terminates employment, he/she will continue to be a participant if eligible to commence a pension benefit from the Embarq Retirement Pension Plan immediately thereafter.
- c. A retiree who was an active employee at Carolina Telephone and Telegraph Company on or before May 31, 2009 and remained continuously employed by CT&T until terminating employment. A VEBA death benefit is payable to the designated beneficiary of such a retiree.

Please Note: If these active employees (above) accept a severance benefit which provides for subsidized medical only for three (3) months post-termination, the VEBA benefit continues on their benefits/employment record until they either terminate due to not being retiree eligible or if eligible, the VEBA benefit moves to their retiree record after the three (3) months end.

(4) Former Employee Receiving Long-Term Disability Benefits –

- a. An employee who is a VEBA participant under the eligible criteria described above, who begins receiving benefits from the Basic Long-Term Disability Plan (“LTD”), and who is eligible for a Disability Retirement from the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan continues to be a VEBA participant.

Generally, a “retiree” is defined in the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan as an employee who continues to work until:

1. Normal retirement (age 65) and has at least five (5) years of continuous service and terminates employment, or
2. Attaining age 55 and has at least ten (10) years of continuous service and terminates employment, or
3. Satisfying the requirements for Special Early Retirement and terminates employment.

An employee eligible for a benefit under Appendix P of the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan may have a different requirement for retirement. A retiree generally begins receiving a monthly benefit from the Embarq Retirement Pension Plan component on the first day of the month following termination of employment.

Since this is only a summary of the policy, it does not cover all details found in the group policy. In the event of any discrepancy between this SPD and the official Plan Document, the group insurance policy shall govern.

The Active and Retiree Life plan as described in this SPD is a part of your total compensation/retirement package from CenturyLink. You are encouraged to review this information carefully and keep it for future reference.

January 1, 2019 is the date changes were most recently made to the coverage available under the Plan.

Questions regarding your active and retiree life insurance benefits should be directed to the following:

CenturyLink Service Center at 866-935-5011 or 800-729-7526

However, you may also contact the Plan Administrator, the CenturyLink Employee Benefits Committee directly. You may contact the EBC at:

CenturyLink, Inc.
Human Resources
214 East 24th Street
Vancouver, WA 98663

Reserved Rights

CenturyLink reserves the right to amend, change or terminate the Plan and any of the Benefits provided under the Plan – with respect to all classes of covered or “eligible” persons, retired or otherwise – without prior notice to or consultation with any covered or “eligible” person, subject only to applicable law and if applicable, collective bargaining agreements or other written applicable agreements.

The Plan Administrator has the right and discretion to determine all matters of fact or interpretation relative to the administration of the Plans – including questions of eligibility, interpretations of the Plan’s provisions and any other matter. The decisions of the Plan Administrator and any other person or group to whom such discretion has been delegated, including the Claims Administrator (the Insurer), shall be conclusive and binding on all persons. More information about the Plan Administrator and the Claims Administrator can be found in the Appendix of this SPD.

The CenturyLink Employee Benefits Committee (“EBC”) is the named fiduciary responsible for Benefits Administration. The CenturyLink Plan Design Committee (“PDC”) has been delegated the authority by the Board of Directors of CenturyLink, Inc. to amend, modify or terminate the Plan. The PDC hereby amends and restates in its entirety the Carolina Telephone and Telegraph Company Sickness Death Benefit Plan as a welfare benefit plan which makes available to its eligible employees and retirees, sickness and death benefits which are funded pursuant to the Carolina Telephone and Telegraph Company Sickness Death Benefit Plan Voluntary Employees’ Beneficiary Association (the “VEBA”).

No Company Employee or vendors hired by CenturyLink can be responsible for advising you on the tax effects of your participation in the Plan as described in this SPD. Because tax laws are constantly changing, you should consult a tax advisor if you have questions about how participation in any Company plans will affect your personal tax situation.

How to Use this Document

This SPD is provided to explain how the Plans work. It describes your Benefits and rights as well as your obligations under the Plan. It is important for you to understand that because this SPD is only a summary, it cannot cover all of the details of the Plans or how the rules will apply to every person in every situation. All of the specific rules governing the Plan are contained in the official Plan Document and underlying group insurance policy. You and your beneficiaries may examine the Plan Document and insurance policy, other documents relating to the Plan during regular business hours or by appointment at a mutually convenient time in the office of the Plan Administrator. For additional information, refer to *Statement of ERISA Rights*.

Capitalized terms are defined in the *Glossary* section and throughout this SPD. All uses of "we," "us," and "our" in this document, are references to the Claims Administrator or CenturyLink. References to "you" and "your" are references to people who are Covered Persons as the term is defined in the *Glossary*.

You are encouraged to read and keep all SPDs and any attachments (summary of material modifications ("SMMs"), amendments, and addendums) for future reference.

What is an SPD?

This SPD is designed to provide you with a general description, in non-technical language, of the life insurance benefits and coverages available under the Plan, without describing all the details set forth in all the Plan Document. Other important details can be found in the Plan Document. This SPD is not the Plan Document. The legal rights and obligations of any person having any interest in the Plan are determined solely by the provisions of the Plan Document. If any of the terms of the Plan Document are in conflict with the contents of the SPD, the Plan Document and insurance policy will always govern. The Plan Document and this SPD supersede any and all prior documents you may have been provided regarding your benefits under the Plan.

LIFE INSURANCE PLANS

The CenturyLink Life Plans provide coverage in the event of death.

- The **Active Basic Life Insurance Benefit** under the Life Plan pays benefits in the form of a lump sum payment to your beneficiary(ies) if you die while covered.
- The **Retiree Basic Life Insurance Benefit** under the Life Plan pays benefits in the form of a lump sum payment to your beneficiary(ies) if you die while covered.

For assistance in understanding terminology associated with the administration of your benefit plans, please refer to the *Glossary*.

COMMON FEATURES OF THE LIFE PLAN

Eligibility

To be an eligible participant in the VEBA, an individual must have been or be one of the following:

(1) Management or Non-Bargaining Employee –

- a. An active employee at Carolina Telephone and Telegraph Company on December 21, 1993 who remains continuously employed by a subsidiary company of Embarq until terminating employment and be eligible to commence a pension benefit from the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan immediately thereafter. No VEBA death benefit is payable to the designated beneficiary of a “grandfathered” management or non-bargaining employee whose death occurs while in active employment.
- b. A retiree who was an active employee at Carolina Telephone and Telegraph Company on December 21, 1993, and remained continuously employed by a subsidiary company of Embarq until terminating employment when the Employee becomes eligible to retire under the Company pension plan as a “retiree” (not simply a terminated vested participant in the plan with a benefit) as explained below. A VEBA death benefit is payable to the designated beneficiary of such a retiree.

The Plan Administrator maintains a list of these eligible employees (above) since this is a closed population and as each eligible participant retires and passes away, this list is updated accordingly.

(2) Bargaining Unit Employee Represented by a CWA Local 3680 Series contract –

- a. An active bargaining unit employee at Carolina Telephone and Telegraph Company represented by one of the CWA Local 3680 Series contracts, except CWA 3680A, Fayetteville, NC, and CWA 3681A, New Bern, NC, on November 14, 2008, who remains continuously employed and represented by a CWA 3680 Series union local. A VEBA death benefit is payable to the designated beneficiary of a bargaining unit employee represented by one of the applicable CWA Local 3680 Series contracts whose death occurs while in active employment. A bargaining unit employee represented by one of the CWA Local 3680 Series contracts who is hired or rehired on or after November 15, 2008 will not become a participant.
- b. When such a bargaining unit employee terminates employment, he/she will continue to be a participant if eligible to commence a pension benefit as a “retiree” from the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan immediately thereafter as explained below.
- c. A retiree who was an active employee at Carolina Telephone and Telegraph Company on or before November 15, 2008, and remained continuously employed by CT&T until terminating employment. A VEBA death benefit is payable to the designated beneficiary of such a retiree.

Please Note: If these active employees (above) accept a severance benefit which provides for subsidized medical and dental for three (3) months post-termination, the VEBA benefit continues on their benefits/employment record until they either terminate due to not being retiree eligible or if eligible, the VEBA benefit moves to their retiree record after the three (3) months end.

(3) Bargaining Unit Employee Represented by IBEW Local 1912 –

- a. An active bargaining unit employee at Carolina Telephone and Telegraph Company represented by IBEW Local 1912, Southern Pines, NC, on May 31, 2009, who remains continuously employed and represented by IBEW Local 1912. A VEBA death benefit is payable to the designated beneficiary of a bargaining unit employee represented by IBEW Local 1912 whose death occurs while in active employment. A bargaining unit employee represented by IBEW Local 1912 who is hired, rehired or transferred on or after June 1, 2009 will not become a participant.
- b. When such a bargaining unit employee terminates employment, he/she will continue to be a participant if eligible to commence a pension benefit from the Embarq Retirement Pension Plan immediately thereafter.
- c. A retiree who was an active employee at Carolina Telephone and Telegraph Company on or before May 31, 2009, and remained continuously employed by CT&T until terminating employment. A VEBA death benefit is payable to the designated beneficiary of such a retiree.

Please Note: If these active employees (above) accept a severance benefit which provides for subsidized medical only for three (3) months post-termination, the VEBA benefit continues on their benefits/employment record until they either terminate due to not being retiree eligible or if eligible, the VEBA benefit moves to their retiree record after the three (3) months end.

(4) Former Employee Receiving Long-Term Disability Benefits –

- a. An employee who is a VEBA participant under the eligible criteria described above, who begins receiving benefits from the Basic Long-Term Disability Plan (“LTD”), and who is eligible for a Disability Retirement from the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan continues to be a VEBA participant.

Generally, a “retiree” is defined in the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan as an employee who continues to work until:

1. Normal retirement (age 65) and has at least 5 years of continuous service and terminates employment, or
2. Attaining age 55 and has at least 10 years of continuous service and terminates employment, or
3. Satisfying the requirements for Special Early Retirement and terminates employment.
4. An employee eligible for a benefit under Appendix P of the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan may have a different requirement for retirement.

A retiree generally begins receiving a monthly benefit from the Embarq Retirement Pension Plan component on the first day of the month following termination of employment.

You are not eligible

- If you were represented by CWA 3680/3681/ 3682/3685 hired or rehired or transferred on or after November 17, 2008
- If you were represented by IBEW 1922 hired, rehired or transferred on or after June 1, 2009
- If you were represented by CWA Local 3680A, Fayetteville, NC
- If you were represented by CWA Local 3681A, New Bern, NC

Your Beneficiary

Your beneficiary is the person you choose to receive survivor benefits in the event of your death. You may name any person(s), your estate, almost any organization or a trust as the beneficiary(ies) under your CenturyLink Life Insurance Plan (the "Life Plan"). You may name one beneficiary or divide the benefit among multiple beneficiaries. If you name multiple beneficiaries, you must specify the percentage each beneficiary will receive. You also may name different beneficiary(ies) for each Plan.

It is important to specify your beneficiary(ies) designation clearly when you enroll. In the event that a beneficiary is named for one coverage but not the others, **the named beneficiary will apply to all coverages.**

If no beneficiary is alive on the date of your death or you have not elected a beneficiary, the benefit will be paid as follows:

1. to your spouse or domestic partner, if living; or
2. if there is no surviving spouse or domestic partner, to your surviving children in equal shares; or
3. if there is no surviving spouse or domestic partner or children, to your surviving parents in equal shares; or
4. if there is no surviving spouse or domestic partner, children or parents, to your surviving brothers and sisters in equal shares; or
5. if there is no surviving spouse or domestic partner, children, parents, brothers or sisters, to your surviving grandparents in equal shares;
6. if none of the above, to your estate.

Please confirm that you have designated beneficiaries for all of your life insurance plans by going to centurylink.com/healthandlife for **Actives Only** or www.centurylinkhealthandlife.com for **Retirees Only** or calling the **CenturyLink Service Center at 866 935-5011 or 800-729-7526. CenturyLink Service Center is the recordkeeper of beneficiary designations.** If there is no beneficiary designation on file upon your death, any eligible amount will be payable according to the plan rules and may not be whom you intended to receive the benefit. In addition, naming a beneficiary and having all the information on file may expedite the claim processing.

Important Note About Naming Minor Children: If you name your minor child(ren) as beneficiary(ies), please be advised that the Plan will be unable to pay benefits to them until the earlier of:

1. The date your child(ren) reach the age of majority (usually age 18 or 21), depending on applicable state); or
2. The date a legal guardian of the minors' estate has been appointed by a court. This can be a costly process, and state laws may limit who may be named as guardian of an estate.

When Coverage Begins

Coverage for Retiree Basic Life insurance coverage normally begins coincident with the first of the month following your retirement.

Cost of Coverage

The Basic Life Plan is an insured plan, which means that the cost of coverage is based on the premium charged by the insurance company. Except to the extent a collective bargaining agreement provides otherwise, the cost of Basic Life coverage for eligible retirees is currently paid by the Company.

Income Taxes on the Value of Your Life Insurance

Company Paid Group Basic Term Life coverage up to \$50,000 is a tax-free benefit to employees. Company Paid Basic Life insurance coverage greater than \$50,000 is considered taxable income by the Internal Revenue Service (IRS) and the Company must report as income the “cost” of the excess life coverage on your W-2. This amount will be reported on your paycheck as “Imputed Income”.

The “cost” included in your gross income is not the actual premium paid by the Company for the insurance coverage. Instead, it is an amount computed under a Uniform Premium Table published by the IRS.

Please contact the CenturyLink Service Center should you have any questions or how to avoid imputed income, such as designating a charitable organization for your Life Insurance beneficiary.

How To File a Claim

A claim must be filed to receive benefits from the CenturyLink Life insurance plans.

Claims for Basic Life Insurance Benefits

When there has been the death of an insured person, notify the CenturyLink Service Center by calling 866-935-5011 or 800-729-7526. For the purpose of this section, the CenturyLink Service Center is the party designated by the Policyholder to maintain certain records needed to administer the insurance provided under the Life Plans. This notice should be given to the CenturyLink Service Center as soon as is reasonably possible after the death. The CenturyLink Service Center will notify MetLife and a claim form will be sent to the beneficiary or beneficiaries of record. The beneficiary or beneficiaries should complete the claim form and send it and Proof of the death to MetLife as instructed on the claim form. When MetLife receives the claim form and Proof, MetLife will review the claim and, if approved, they will pay benefits subject to the terms and provisions of the Life Plan. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time payment is made.

Recovery of Payments

If your benefit is overpaid for any reason, the Plan has the right to recover the excess amount from the person or organization receiving benefits. The Plan reserves the right to recover any amounts due under these provisions by any means and your participation in the Plan means that you understand this right of recovery.

Benefits Assignment

The right to receive benefits under the life insurance plan is assignable or transferable to any other party.

Release of Medical or Confidential Information

By accepting benefits from the life insurance plan, you authorize the Plan Administrator or insurance carrier to examine any medical records needed to process claims or appeals.

Information will be kept confidential whenever possible. Under certain circumstances this information may be disclosed to other parties with your or your beneficiary's authorization or as required by state or federal law. Please keep in mind that it is very important for you to follow the Plan's procedures, as summarized in this SPD, in order to obtain Plan Benefits and to help keep your personal confidential information private and protected. For example, contacting someone at the Company other than the Claims Administrator or Plan Administrator (or their duly authorized delegates) in order to try to get a Benefit claim issue resolved is not following the Plan's procedures. If you do not follow the Plan's procedures for claiming a Benefit or resolving an issue involving Plan Benefits, there is no guarantee that the Plan Benefits for which you may be eligible will be paid to you on a timely basis, or paid at all, and there can be no guarantee that your personal confidential information will remain private and protected.

When Coverage Ends

Generally, your coverage under the life insurance plan ceases when you are no longer an eligible participant.

Converting to Individual Insurance

There is no right of conversion of coverage upon termination of this benefit coverage under the Plan.

Benefit While on Surplus

The Plan Benefit Coverage continues for three months while an Employee is on a Special Surplus. If at the end of the Special Surplus, the Employee becomes eligible to retire under the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan as a "retiree" (not simply a terminated vested participant in the pension plan with a benefit) and eligible for retiree VEBA coverage under this Plan, coverage will transition automatically. If at the end of the Special Surplus, the Employee is not eligible for retiree coverage, the Benefits under this Plan terminate with the termination of the Special Surplus.

ACTIVE BASIC LIFE INSURANCE

Benefits from this Plan will be in addition to any benefits payable by the other Company life insurance plans, specifically the one times earnings with the general population of CenturyLink.

Amount of Coverage

Your Basic Life coverage is an amount equal to the greater of the sum of \$500.00 or 12 months' wages.

Cost of Coverage

Except to the extent a collective bargaining agreement provides otherwise, the cost of Basic Life coverage for eligible active employees is currently paid by the Company.

How the Plan Pays Benefits

Active Basic Life Insurance is payable to your beneficiaries regardless of the cause of death. Please see the section of Common Features for further information relative to beneficiary designation.

Benefits paid by the Active Basic Life Insurance Plan are normally made in a lump sum but other methods of payment can be arranged with the carrier if requested. The request must be on a form approved by the carrier.

Age Reduction Schedule

Active Basic Life does not include an age reduction schedule

RETIREE BASIC LIFE INSURANCE

Benefits from this Plan will be in addition to any benefits payable by the other Company life insurance plans.

Amount of Coverage

Your Basic Life coverage is an amount equal to the greater of the sum of \$500.00 or 12 months' wages.

With respect to a Dual Retiree, in the event you are a retiree from a legacy CenturyLink company and were rehired by a legacy CenturyLink company, and later re-retired again from a legacy CenturyLink company, please refer to Your Retiree SPDs or Departing Employee Guide for those legacy companies for further information.

Cost of Coverage

Except to the extent a collective bargaining agreement provides otherwise, the cost of Basic Life coverage for eligible retirees is currently paid by the Company.

How the Plan Pays Benefits

Retiree Basic Life Insurance is payable to your beneficiaries regardless of the cause of death. Please see the section of Common Features for further information relative to beneficiary designation.

Benefits paid by the Retiree Basic Life Insurance Plan are normally made in a lump sum but other methods of payment can be arranged with the carrier if requested. The request must be on a form approved by the carrier.

Age Reduction Schedule

Retiree Basic Life does not include an age reduction schedule.

NOTICE AND PROOF OF CLAIM

A claim must be filed in order to receive benefits from the Active Basic or Retiree Basic Life Plan. Please notify the CenturyLink Service Center by calling 866-935-5011 or 800-729-7526.

For the purpose of this section, the CenturyLink Service Center is the party designated by the Policyholder to maintain certain records needed to administer the insurance provided under the Life Plans. This notice should be given to the CenturyLink Service Center as soon as is reasonably possible after the death. The CenturyLink Service Center will notify MetLife and a Life Insurance Claim Packet will be mailed to Your beneficiary or beneficiaries of record. It's imperative that you confirm that the Beneficiary on record aligns with your request. The beneficiary or beneficiaries should complete the claim form and send it and Proof of the death to MetLife as instructed on the claim form. A notice of claim should be filed with the CenturyLink Service Center as soon as reasonably possible but no later than 30 days after the date of death. Additionally, proof of claim must then be provided no later than 120 days after the date of death. When MetLife receives the claim form and Proof, MetLife will review the claim and, if approved, they will pay benefits subject to the terms and provisions of the Life Plan. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time payments made.

If a claim is denied, you or your beneficiary has certain rights of appeal, which are described below in the "Claims Appeal Procedure" section.

CLAIMS APPEAL PROCEDURE

Appealing the Initial Determination For Life Insurance

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. MetLife has multiple Claims offices. It is imperative you appeal to the address of the office which processed the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit in writing any written comments, documents, records or other information you or, if applicable, your beneficiary deem appropriate. Upon your written request, MetLife will provide you free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and you or, if applicable, your beneficiary will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60 days from the date we received your request for review, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. The policy under which you filed a claim has a provision, which states, in part, that no lawsuit or legal action shall be brought to recover on the policy after the expiration of three years from the time proof of loss is required.

Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

IMPORTANT INFORMATION ABOUT THE PLANS

The Life Insurance Plan is subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Statement of ERISA Rights

The Employee Retirement Income Security Act of 1974 (ERISA) affords you with certain legal protection under the plans the Company provides.

As a participant in the Life Insurance Plan component of the CenturyLink Welfare Benefits Plan No. 513, certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator office and other specified locations, such as work sites, and union halls, all documents governing the plan including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for copies.
- Receive a summary of the Plan's annual financial reports. The plan administrator is required by law to furnish each participant with a copy of this annual summary report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your plans, called "fiduciaries," have a duty to do so prudently and in the sole interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan 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 Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If your claim for benefits is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that plan fiduciaries misuse the plans' 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.

If you have any questions about the Plan(s), you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, 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, Pension and Welfare Benefits 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 publication's hotline of the Employee Benefits Security Administration.

Plan Amendments

The Company reserves the right at any time, to terminate, modify or amend, in whole or in part, any or all of the provisions of the plans.

Interpretation of the Plan

The Plan Administrator has authority to control and manage the operation and administration of the plans. However, the plan administrator has delegated to the group sponsored life insurance carrier its entire discretionary authority to make all final determinations regarding claims for benefits under the benefit plan insured by this policy. This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information provided by the policyholder, and the amount of any benefits due, and to construe the terms of this policy.

Any decision made by the group sponsored life insurance carrier in the exercise of this authority, including review of denials of benefit, is conclusive and binding on all parties. Any court reviewing the group sponsored life insurance carrier determinations shall uphold such determination unless the claimant proves the determinations are arbitrary and capricious.

Plan Name and Type

The Plan is intended to qualify as a single welfare benefit plan for purposes of annual reporting requirements under the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder, and the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. The Plan Number is 539 for filing purposes.

The CenturyLink Life Insurance Plan, which offers the following benefits and coverage:

- Active Basic Life
- Retiree Basic Life

Plan Financing and Administration

- Plan Year: January 1 through December 31.
- Plan Financing: The Plan is financed on a fully insured basis. The insurance premiums paid under the Plan may be funded through one or more of the following: employer general assets, employee contributions or, if applicable, a Voluntary Employee Beneficiary Association (VEBA) trust.

Administration Type: The Life Plan is administered by third party claims administration – insurance carrier operating under group policy.

Plan Sponsor

CenturyLink, Inc.
c/o Human Resources
214 East 24th Street
Vancouver, WA 98663

Employer Identification Number: 72-0651161

Plan Administrator and Agent for Service of Legal Process

The CenturyLink Employee Benefits Committee
c/o Benefits Administrator
CenturyLink, Inc,
Human Resources
214 East 24th Street
Vancouver, WA 98663

Limitation on Civil Actions

You cannot bring any legal proceeding or action against the Plan, the Plan Administrator, claims administrator or the Company unless you first complete all the steps in the claims and appeal process described in this SPD.

After completing that process, you can bring any legal proceedings or action against the Plan or us or the Claims Administrator within 12 months or one (1) year of the date the Claims Administrator notified you of the final decision on your appeal. No person has 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, the Company, any Participating Company, the CenturyLink Employee Benefits Committee or any other fiduciary, or any third party service provider, after the expiration of three years from the time proof of loss is required.

Clerical Error

If a clerical error or other mistake occurs, however occurring, that error does not create a right to Benefits. Clerical errors include, but are not limited to, providing misinformation on eligibility or benefit coverages or entitlements or relating to information transmittal and/or communications, perfunctory or ministerial in nature, involving claims processing, and recordkeeping.

Although every effort is and will be made to administer the Plans in a fully accurate manner, any inadvertent error, misstatement or omission will be disregarded, and the actual Plan provisions will be controlling. A clerical error will not void coverage to which a Participant is entitled under the terms of the Plans, nor will it continue coverage that should have ended under the terms of the Plan. When an error is found, it will be corrected or adjusted appropriately as soon as practicable. Interest shall not be payable with respect to a Benefit corrected or adjusted. It is your responsibility to confirm the accuracy of statements made by the Plans or our designees, including the Claims Administrator(s), in accordance with the terms of this SPD and other Plan documents.

Records And Information and Your Obligation to Furnish Information

At times, the Plan or the Claims Administrator may need information from you. You agree to furnish the Plan and/or the Claims Administrator with all information and proofs that are reasonably required regarding any matters pertaining to the Plan. If you do not provide this information when requested, it may delay or result in the denial of your claim.

By accepting Benefits under the Plan, you authorize and direct any person that has provided services to you, to furnish the Plan or the Claims Administrator with all information or copies of records relating to the services provided to you. The Plan or the Claims Administrator has the right to request this information at any reasonable time. This applies to all Covered Persons, including Enrolled Dependents whether or not they have signed the enrollment form.

The Plan agrees that such information and records will be considered confidential. We and the Claims Administrator have the right to release any and all records which are necessary to implement and administer the terms of the Plans, for appropriate medical review or quality assessment, or as we are required by law or regulation.

Circumstances That May Affect Your Plan Benefits

Under certain circumstances all or a portion of your Benefits under the Plans may be denied, reduced, suspended, terminated or otherwise affected. Many of these circumstances have been addressed elsewhere in this SPD. Such circumstances, in general, include but are not limited to:

- You are no longer in an eligible class of participants
- The Plan is amended, changed or terminated
- You attain the maximum benefit available under the Plans, such as may apply to certain Life Plan Benefits
- You misrepresent or falsify any information required under the Plans; you or your beneficiaries will not be permitted to benefit under the Plans from your own misrepresentation
- You have been overpaid a benefit and the Plans seek restitution
- Your coverage under the Plans is terminated for one of a variety of reasons
- Your coverage is rescinded as permitted by law.

Consequences of Falsification or Misrepresentation

Coverage for you will be terminated if you falsify or intentionally omit medical history on the application for coverage, submit fraudulent, altered or duplicate billings for personal gain, allow another party not eligible for coverage to be covered under the Plan or obtain Plan Benefits, or allow improper use of your coverage. You will not be permitted to benefit under the Plan from your own misrepresentation. If a person is found to have falsified any document in support of a claim for Benefits or coverage under the Plan, the Plan Administrator may, without anyone's consent, terminate coverage, possibly retroactively if permitted by law (called "recission"), and may seek reimbursement for Benefits that should not have been paid out. Additionally, the Claims Administrator may refuse to honor any claim under the Plan. You are also advised that suspected incidents of this nature are turned over to Corporate Security to investigate and to address the possible consequences of such actions. You may be periodically asked to submit proof of eligibility to verify claims. All participants are required to cooperate with requests to validate eligibility.

GLOSSARY

To understand your life insurance coverage, you should be familiar with the following terms:

Beneficiary

The person or persons you name to receive your Life Insurance benefits if you die.

Company

Company shall include, as such companies existed as of January 1, 1994, and any of their successors or assigns:

- Sprint Mid-Atlantic Telecom, Inc. (a North Carolina Corporation)
- Carolina Telephone and Telegraph Company (a North Carolina Corporation)
- Central Telephone Company of Virginia (a Virginia Corporation)
- United Telephone Company of the Carolinas (a South Carolina Corporation)
- United Telephone-Southeast, Inc. (a Virginia Corporation)

Effective February 16, 2004, Company for a Grandfathered Management or Non-Management shall include any of the following participating employers, and their successors or assigns:

- Embarq Corporation
- Carolina Telephone and Telegraph Company
- Central Telephone Company
- Central Telephone Company of Virginia
- Embarq-Florida, Inc.
- Embarq Logistics, Inc.
- Embarq Management Company
- Embarq Mid-Atlantic Management Services, Inc.
- Embarq Midwest Management Services Company
- Embarq Minnesota, Inc.
- Embarq Missouri, Inc.
- United Telephone – Southeast, Inc.
- United Telephone Company of Indiana, Inc.
- United Telephone Company of Kansas
- United Telephone Company of New Jersey, Inc.
- United Telephone Company of Ohio
- United Telephone Company of Pennsylvania, Inc.
- United Telephone Company of Texas, Inc.
- United Telephone Company of the Carolinas
- United Telephone Company of the Northwest
- United Telephone Company of the West

Covered Person

Company Employees and Retirees:

(1) Management or Non-Bargaining Employee –

- a. An active employee at Carolina Telephone and Telegraph Company on December 21, 1993 who remains continuously employed by a subsidiary company of Embarq until terminating employment and be eligible to commence a pension benefit from the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan immediately thereafter. No VEBA death benefit is payable to the designated beneficiary of a

“grandfathered”

management or non-bargaining employee whose death occurs while in active employment.

- b. A retiree who was an active employee at Carolina Telephone and Telegraph Company on December 21, 1993, and remained continuously employed by a subsidiary company of Embarq until terminating employment when the Employee becomes eligible to retire under the Company pension plan as a “retiree” (not simply a terminated vested participant in the plan with a benefit) as explained below. A VEBA death benefit is payable to the designated beneficiary of such a retiree.

The Plan Administrator maintains a list of these eligible employees (above) since this is a closed population and as each eligible participant retires and passes away, this list is updated accordingly.

(2) Bargaining Unit Employee Represented by a CWA Local 3680 Series contract –

- a. An active bargaining unit employee at Carolina Telephone and Telegraph Company represented by one of the CWA Local 3680 Series contracts, except CWA 3680A, Fayetteville, NC, and CWA 3681A, New Bern, NC, on November 14, 2008, who remains continuously employed and represented by a CWA 3680 Series union local. A VEBA death benefit is payable to the designated beneficiary of a bargaining unit employee represented by one of the applicable CWA Local 3680 Series contracts whose death occurs while in active employment. A bargaining unit employee represented by one of the CWA Local 3680 Series contracts who is hired or rehired on or after November 15, 2008 will not become a participant.
- b. When such a bargaining unit employee terminates employment, he/she will continue to be a participant if eligible to commence a pension benefit as a “retiree” from the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan immediately thereafter as explained below.
- c. A retiree who was an active employee at Carolina Telephone and Telegraph Company on or before November 15, 2008 and remained continuously employed by CT&T until terminating employment. A VEBA death benefit is payable to the designated beneficiary of such a retiree.

Please Note: If these active employees (above) accept a severance benefit which provides for subsidized medical and dental for three (3) months post-termination, the VEBA benefit continues on their benefits/employment record until they either terminate due to not being retiree eligible or if eligible, the VEBA benefit moves to their retiree record after the three (3) months end.

(3) Bargaining Unit Employee Represented by IBEW Local 1912 –

- a. An active bargaining unit employee at Carolina Telephone and Telegraph Company represented by IBEW Local 1912, Southern Pines, NC, on May 31, 2009, who remains continuously employed and represented by IBEW Local 1912. A VEBA death benefit is payable to the designated beneficiary of a bargaining unit employee represented by IBEW Local 1912 whose death occurs while in active employment. A bargaining unit employee represented by IBEW Local 1912 who is hired, rehired or transferred on or after June 1, 2009 will not become a participant.
- b. When such a bargaining unit employee terminates employment, he/she will continue to be a participant if eligible to commence a pension benefit from the Embarq Retirement Pension Plan immediately thereafter.
- c. A retiree who was an active employee at Carolina Telephone and Telegraph Company on or before May 31, 2009, a remained continuously employed by CT&T until terminating employment. A VEBA death benefit is payable to the designated beneficiary of such a retiree.

Please Note: If these active employees (above) accept a severance benefit which provides for subsidized medical only for three (3) months post-termination, the VEBA benefit continues on their benefits/employment record until they either terminate due to not being retiree eligible or if eligible, the VEBA benefit moves to their retiree record after the three (3) months end.

(4) Former Employee Receiving Long-Term Disability Benefits –

- a. An employee who is a VEBA participant under the eligible criteria described above, who begins receiving benefits from the Basic Long-Term Disability Plan (“LTD”), and who is eligible for a Disability Retirement from the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan continues to be a VEBA participant.

Generally, a “retiree” is defined in the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan as an employee who continues to work until:

- 1. Normal retirement (age 65) and has at least 5 years of continuous service and terminates employment, or
- 2. Attaining age 55 and has at least 10 years of continuous service and terminates employment, or
- 3. Satisfying the requirements for Special Early Retirement and terminates employment.

An employee eligible for a benefit under Appendix P of the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan may have a different requirement for retirement. A retiree generally begins receiving a monthly benefit from the Embarq Retirement Pension Plan component on the first day of the month following termination of employment.

Plan

Plan pertains to the Active and Retiree Basic Life Insurance Plans.

Retiree

Generally, a “retiree” is defined in the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan as an employee who continues to work until:

- (1) Normal retirement (age 65) and has at least five (5) years of continuous service and terminates employment, or
- (2) Attaining age 55 and has at least ten (10) years of continuous service and terminates employment, or
- (3) Satisfying the requirements for Special Early Retirement and terminates employment.

An employee eligible for a benefit under Appendix P of the Embarq Retirement Pension Plan component of the CenturyLink Component Pension Plan may have a different requirement for retirement. A retiree generally begins receiving a monthly benefit from the Embarq Retirement Pension Plan component on the first day of the month following termination of employment.

Dual Retiree

Dual Retiree is a former Employee of a legacy CenturyLink company that retired with a legacy CenturyLink company, was later rehired as an active employee of a legacy CenturyLink company, and later re-retired with a legacy CenturyLink company.

Appendix

Life Insurance Company

Metropolitan Life Insurance Company "MetLife"
200 Park Avenue
New York, New York 10166

1-800-638-6420

Group Policy No. 14806

