

# CenturyLink Combined Pension Plan CenturyLink Retirement Component

## Summary Plan Description with Appendices

See pages 6 – 8 to determine which Appendix applies to you

CenturyLink, Inc.

June, 2020

(charts on page 36 updated 7/30/2020)

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## SECTION 1: INTRODUCTION

### Overview

CenturyLink, Inc. and its participating subsidiaries (“CenturyLink” or the “Company”) maintain the CenturyLink Combined Pension Plan (the “Plan”), a defined benefit retirement plan intended to provide a company-paid source of income for eligible employees to assist in planning for your retirement. This Summary Plan Description, referred to as the “SPD”, explains the main provisions and features of the **CenturyLink Retirement Component** of the Plan. It describes your retirement 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 does not and cannot modify the terms of the Plan document. The goal is to give you accurate but easily understandable information about the Plan. If, however, there is a conflict between this SPD and the official Plan document, the Plan document will control. Capitalized terms are defined in this SPD or in the Plan document. You may request a copy of the Plan document from the CenturyLink Pension Service Center at 800-729-7526 and selecting option 2 then option 3. A reasonable fee may be charged for the paper copy.

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”).

**Note:** Pension benefits are determined by the CenturyLink Plan Design Committee and do not create a contract of employment. The CenturyLink Plan Design Committee reserves the right, subject to requirements of law, to change modify, amend, discontinue or terminate the Plan and the pension benefits under the Plan from time to time and over time without prior notice except as required by law. The Plan Administrator, the CenturyLink Employee Benefits Committee and its delegates, have the right to interpret and resolve any ambiguities in the Plan or any document relating to the Plan.

To access your pension information, see “Request a Retirement Kit” under Section 4.

### Historical Information

CenturyLink had multiple pension plans for the legacy CenturyTel employees. One of those plans was the Pacific Telecom Retirement Plan (“PTI Plan”) which was maintained for the benefit of employees of Pacific Telecom, Inc (“PTI”) and its affiliated companies.

Effective January 1, 1999, employees of CenturyTel, Inc. (now CenturyLink) and its participating subsidiaries who were not previously eligible became eligible to participate in the PTI Plan. This employee group received credit under the PTI Plan for Years of Vesting Service with CenturyLink and its subsidiaries prior to 1999 and began to accrue Years of Credited Service for benefit computation and retirement eligibility purposes under the Plan starting January 1, 1999. Subsequently, the PTI Plan was renamed the CenturyTel Retirement Plan.

CenturyTel, Inc. then determined it was financially and administratively advantageous to merge three of its pension plans into the CenturyTel Retirement Plan effective December 31, 2006. These plans were: (1) the CenturyTel, Inc. Plan for Salaried Employees’ Pensions (“Prior Salaried Plan”), (2) the CenturyTel, Inc. Plan for Hourly-Paid Employees’ Pensions (“Prior Hourly Plan”) and (3) the CenturyTel, Inc. Pension Plan for Bargaining Unit Employees (“Prior Ohio Plan”).

The CenturyTel Retirement Plan was renamed the CenturyLink Retirement Plan (the “Plan”) on May 10, 2010. The Plan was comprised of the Main Plan (which is the former PTI Plan) and the Constituent Plans (which are the former Hourly Plan, Salaried Plan and Ohio Plan). If you participated in any of these former plans and/or certain other plans whose benefits were transferred to this Plan in the past, your benefits will differ from the benefits you would receive if you had participated only in this Plan.

On December 31, 2014, the Embarq Retirement Pension Plan (which included both Embarq and Madison River pension plans) and the Qwest Pension Plan were merged into the CenturyLink Retirement Plan to form a single defined benefit pension plan, which now is called the CenturyLink Combined Pension Plan. The portion of the CenturyLink Combined Pension Plan that incorporated the provisions of the CenturyLink Retirement Plan is substantially the same form as it existed immediately prior to the merger and is known as the CenturyLink Retirement Component of the CenturyLink Combined Pension Plan.

Benefits provided under the CenturyLink Retirement Component are summarized in this SPD. Refer to pages 6-8 to find out which parts of the SPD apply to you based on your employment history. You should note that the Plan provides that there will be no duplication of benefits under any of the multiple Components or multiple parts of this Plan and as a result, you will not accrue benefits under this Plan for service that counted for an generated a benefit under another Component of the CenturyLink Combined Pension Plan.

After December 31, 2010, non-bargaining newly hired employees are not eligible to participate in the Plan. Bargaining employees hired after December 31, 2010 may become participants in the Plan; refer to the local union's Agreement for details.

Examples shown in this SPD solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your retirement will be personalized to you and based upon your birth date, compensation history, completed number of Years of Credited Service, the provisions of the Plan freezing benefits, the other provisions of the Plan, and the laws in effect when you retire.

### **What Part of this Summary Plan Description Applies to Me?**

This SPD of the CenturyLink Retirement Component generally includes Plan amendments adopted through December 2019 and describes the rules of the Plan applicable to Participants who are currently employed by Adopting Entities. **If you have terminated employment**, this SPD will describe your benefits more generally and the PD you received at termination may have more specific details. However, you should refer to the updated SPD for information about the administration of the Plan, for example, who to contact if you have any questions about the Plan, your pension and any subsequent Plan amendments which may affect your benefits.

If you are an eligible Employee of a legacy CenturyTel, Inc. company, this SPD covers you. Section 1 through Section 7 apply to all legacy CenturyTel Employees who have met the eligibility requirements of the CenturyLink Retirement Component.

You should then refer to a specific Appendix for the details of how your service is credited, how your pension is calculated, the forms of payment available to you and other pension benefits. You may have a pension benefit under multiple appendices, depending on your employment history (for example, if you transferred between unions or legacy companies). The benefits that apply to you are illustrated when you use the online Pension Estimator at [www.centurylinkpension.ehr.com](http://www.centurylinkpension.ehr.com). The Appendices are 1-5 and are described as follows:

### **Appendix 1 – CenturyLink Retirement Component for Bargaining Employees**

This appendix and the terms of eligibility apply to you:

1. If you are, or were, an Employee in one of the local unions listed in the following table and your employment (as a new hire, rehire or transfer, as those terms are described in the CenturyLink Retirement Component) in this local union occurs before the "Hired Before" date listed in the following table:

Local Union	Hired Before
CWA 7818	July 1, 2015
CWA 7906 (previously NTS 4444)	July 1, 2015
IBEW 89	July 1, 2015
IBEW 768	January 1, 2015

If you are, or were, an Employee hired (as a new hire, rehire or transfer, as those terms are described in the CenturyLink Retirement Component) by any of the local unions listed above **after** the “Hired Before” date, you will not earn any Plan benefits while you are employed by any of these local unions.

2. If you are, or were, an Employee in one of the local unions listed in the following table and your employment (as a new hire, rehire or transfer, as those terms are described in the CenturyLink Retirement Component) in this local union occurs within the dates listed in the following table:

Local Union	Hired On or After	AND Before
CWA 3971, 3972, 3974	March 13, 2009	January 1, 2016
CWA 4370	April 1, 2007	July 1, 2014
CWA 4671	February 3, 2007	July 1, 2015
CWA 6171 Central	August 16, 2007	January 1, 2016
CWA 6171 Northwest	June 13, 2008	January 1, 2016
CWA 6301, 6310, 6311, 6312, 6373	March 13, 2008	July 1, 2015
IBEW 257 (IBEW 257A)	January 1, 2007	July 1, 2016
IBEW 1106	April 1, 2007	January 1, 2014

If you are, or were, an Employee hired (as a new hire, rehire or transfer, as those terms are described in the CenturyLink Retirement Component) by any of the local unions listed above **after** the “AND Before” date, you will not earn any Plan benefits while you are employed by any of these local unions.

## **Appendix 2 – CenturyLink Retirement Component for Non-Bargaining Employees**

This appendix and the terms of eligibility apply to you, if you are, or were, an Employee **not** covered by a collective bargaining agreement and your hire date is prior to January 1, 2011.

## **Appendix 3 – Salaried Plan Portion of the CenturyLink Retirement Component (“Salaried Plan”)**

This appendix and the terms of eligibility apply to you if you are, or were, an Employee who was a participant in the Prior Salaried Plan on or before December 31, 2006.

## **Appendix 4 – Hourly Plan Portion of the CenturyLink Retirement Component (“Hourly Plan”)**

This appendix and the terms of eligibility apply to you:

1. If you are, or were, an Employee who was, or were, an Employee **not** covered by a collective bargaining agreement in the Prior Hourly Plan on or before December 31, 2006.

2. If you are, or were, an Employee in one of the local unions listed below, and your hire date is before the date listed:

<b>Local Union</b>	<b>Hired Before</b>
CWA 3971, 3972, 3974	March 13, 2009
CWA 4671, 4672, 4674, 4675	February 3, 2007
CWA 6171 Central	August 16, 2007
CWA 6171 Northwest	June 13, 2003
CWA 6301, 6310, 6311, 6312, 6373	March 13, 2008
IBEW 257 (IBEW 257A)	January 1, 2007
IBEW 1106	April 1, 2007

**Appendix 5 – Ohio Plan Portion of the CenturyLink Retirement Component (“Ohio Plan”)**

This appendix and the terms of eligibility apply to you if you are, or were, an Employee in local union CWA 4370 and your hire date is before April 1, 2007.



## SECTION 2: THE PARTIES RESPONSIBLE FOR THE PLAN AND ITS OPERATION

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:** The Plan Sponsor is CenturyLink, Inc. The address and phone number is:

CenturyLink, Inc.  
100 CenturyLink Drive  
Monroe, Louisiana 71203  
318-388-9000

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

**Participating Employer, also referred to as Adopting Entity.** Upon written request to the Committee, participants and beneficiaries of the Plan may receive information concerning whether or not a particular employer is a participating Employer (also referred to as Adopting Entity) under the Plan, and if so, the employer's address.

The Hourly Plan and the Ohio Plan, as well as portions of the main CenturyLink Component, are maintained pursuant to one or more collective bargaining agreements. Upon written request to the Committee, copies of such agreements may be obtained by participants and beneficiaries of the respective portions of the Plan and are available at the offices of the Committee for examination by such participants and beneficiaries.

**Company.** "Company" is the term used in this SPD to refer to CenturyLink, Inc.

**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. Except as provided by law, 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.

The Plan Administrator is the CenturyLink Employee Benefits Committee (the "Committee" or "EBC"). The Committee has the ultimate responsibility to manage the operation and administration of the Plan. The Committee has delegated certain authority and discretion for the daily operation and administration of the Plan.

You may direct correspondence, and claims and appeals, to the EBC at the following address:

Plan Administrator  
CenturyLink Employee Benefits Committee  
c/o CenturyLink, Inc.  
Attention: Pension Plan Claims  
214 East 24th Street  
Vancouver, WA 98663-3212

Facsimile: 360-905-5931  
For questions call: 800-729-7526

The Committee is not responsible for Plan investments and does not have the power to amend the Plan. (See Investment Fiduciary on the next page and for information about Plan Amendment or Termination, see Section 5.)

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

**Plan Design Committee.** CenturyLink, Inc., as Plan Sponsor, reserves the right to amend and/or terminate the Plan at any time for any reason, including changing, reducing, freezing or eliminating one or more of the Plan's benefit formulas. The Plan may be amended and/or terminated by the Board of Directors of CenturyLink. The Plan also may be amended and/or terminated by the Plan Design Committee or other person(s) to the extent such authority has been delegated to them by the Board of Directors of CenturyLink or the Plan Design Committee.

**Investment Fiduciary – CenturyLink Investment Management Company.** CenturyLink Investment Management Company, ("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 located at 931 14<sup>TH</sup> Street, Suite 1200, Denver, CO 80202-2994.

CIM's responsibilities include the authority to determine asset allocation ranges and investment strategies for plan assets; to appoint and remove trustees, investment managers and other investment-related service providers; to monitor the performance of all investment-related service providers; and to perform all other activities related to the oversight of trust assets. CIM appoints professional investment managers including those registered under the Investment Advisors Act of 1940 to manage most of the Plan's assets; CIM staff also manages a portion of the assets internally.

Plan asset investments are diversified across asset classes including equities, bonds and alternative investments such as real estate. Derivative instruments, (primarily exchange-traded futures, forwards, swaps and options) are also used to reduce risk as well as enhance returns. Investment strategies are continually monitored and subject to change from time to time and over time.

You will receive annually either by mail or have available online a notice that provides additional description of the Plan's investments. You can also learn more about the CenturyLink Combined Pension Plan and its investment strategies in CenturyLink's most recently filed Form 10K which is available online at: [ir.centurylink.com](http://ir.centurylink.com).

You may also obtain a copy of Form 10K upon written request to Investor Relations at the following address:

Investor Relations  
CenturyLink  
100 CenturyLink Drive  
Monroe, LA 71203

**Trustee.** A trust has been designated exclusively for the Plan. The Plan's trust fund is known as the CenturyLink, Inc. Defined Benefit Master Trust (the "Trust"). All benefits are paid by the Trust, unless the benefits are no longer the liability of the Plan, or as otherwise determined by the Plan Design Committee.

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: 312-557-3540

**Agent for Service of Legal Process.** In the event you determine it necessary to take action against the Plan, “service of legal process” may be made upon:

The CT Corporation System  
700 E. Arapahoe Road, Suite 220  
Centennial, CO 80112

and

General Counsel CenturyLink, Inc.  
100 CenturyLink Drive  
Monroe, LA 71203

Service of legal process may also be served on the Trustee or the CenturyLink Employee Benefits Committee at the addresses indicated in this SPD.

Please note: Any lawsuit to enforce a benefit claim or to interpret the Plan may be brought only after exhausting the Plan’s claim and appeals process. Further, it may only be brought 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.

### **SECTION 3: FEDERAL TAX LIENS AND QUALIFIED DOMESTIC RELATIONS ORDERS (QDRO)**

The Plan is designed to provide benefits solely for you and depending on the form of benefit you elect, your designated Beneficiary, in the event of your death. Your pension benefits provided under the Plan are not subject to assignment, alienation, sale, anticipation, attachment, pledge, encumbrance, charge, execution, garnishment, exclusion of levy of any kind, either voluntary or involuntary or any other form of transfer. Generally, state and local laws will not be recognized unless required under applicable federal law, such as the Employee Retirement Income Security Act, as amended from time to time (ERISA). **However, the Plan will comply with federal tax levies, tax liens and a court order in connection with a divorce or support claim, that may require that some or all of your Plan benefit must be payable to your Spouse, ex-Spouse, child or other dependent.** A Qualified Domestic Relations Order ("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 that reflect applicable Federal pension law and that must be satisfied before the Committee or its delegate will determine that an order is a QDRO. You may obtain, without charge, a copy of the Plan's QDRO procedures by calling the QDRO service center at 855-481-2661, via email at [WTWQDRO@willistowerswatson.com](mailto:WTWQDRO@willistowerswatson.com) or by sending your request to:

CenturyLink Pension Service Center  
Dept: CEN  
Attn: QDRO Team  
P. O. Box 9819909  
El Paso, TX 79998

The Plan will comply with the terms of a court order if the Committee's delegate, the QDRO service Center, determines that the order is a QDRO. In such event, the amount available to you from the Plan will be restricted. These restrictions will also apply for any period during which the Committee's delegate is determining if a written court order (or written proposed order) satisfies the QDRO requirements specified by the Internal Revenue Code.

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

## SECTION 4: APPLYING FOR A PLAN BENEFIT

### Request a Retirement Kit

An application to receive benefits from the Plan must be made; Plan benefits are not paid automatically except for a benefit where the actuarial Present Value is \$5,000 or less. **No Plan benefit will be paid until you return a completed Retirement Kit for a Plan benefit.** The completed Retirement Kit you return is the application. It must be signed and not expired.

You must request a Retirement Kit **at least 30 days but not more than 180 days** in advance of your anticipated Benefit Commencement Date. If you request your Retirement Kit by the 15<sup>th</sup> of any given month your Benefit Commencement Date will be the 1<sup>st</sup> of the following month. Due to the Plan Administrative procedures, the actual payment date may be later than your Benefit Commencement Date but will include retroactive payment to your Benefit Commencement Date. Please note that payments are made on the first business day of each month, for the current month, and the benefit may be subject to adjustment once your data is validated. You may request more than one Retirement Kit over the course of a year. A Retirement Kit is valid for 90 days from your Benefit Commencement Date. **If you do not timely complete and return the forms within the 90 days, a new Retirement Kit is required, and your Benefit Commencement Date will be revised accordingly; it will not be paid retroactive.**

The pension benefit amount in your Retirement Kit is an estimate and not binding. You are required to review the data (for example: your date of birth, date of hire, service history, rate of pay, job history, etc.) used in your estimate and immediately notify the CenturyLink Pension Service Center of any errors. If there is an error in the data used in calculating your pension benefit for the estimate, when finalizing your pension benefit this error will be corrected and you will be paid the correct amount, even if it is less than the estimated amount. The Plan, by law, can only pay participants the amount to which they are entitled under the terms of the Plan. Actual interest rates and the final amount of your pension may vary from the estimate.

Prior to making a decision about your retirement date, you may run an estimate on-line (in most cases) or you may request an estimate of your Plan benefit by contacting the CenturyLink Pension Service Center (in the bullets below). You should be prepared to provide the approximate dates when you desire to begin to receive your retirement benefit payment and any Beneficiary information, if applicable. The estimate will list the monthly benefit amount under the different payment options available under the Plan.

When your employment ends you may Retire On-Line, and/or you may request pension information or a Retirement Kit by phone. Specific details are provided below.

- **If you are a Participant who is an active employee**, pension information is available on-line on a continuous basis by accessing HRconnect on InsideLink or by logging onto [centurylink.com/my pension](http://centurylink.com/my pension) using your User ID and password. Enhanced security has been added to the on-line site and users must authenticate their identity. The on-screen instructions are self-explanatory. You may also contact the CenturyLink Pension Service Center, Monday through Friday, from 8 a.m. to 7 p.m. Central time, at 800-729-7526, option 1 then option 3, to request a pension estimate and/or a Retirement Kit. You may request it in a paper version, free of charge.
- **If you are a terminated vested Participant/Beneficiary**, pension information may be available on-line on a continuous basis by accessing [www.centurylinkpension.ehr.com](http://www.centurylinkpension.ehr.com) using your User ID and password. Enhanced security has been added to the on-line site and users have to authenticate their identity. The on-screen instructions are self-explanatory. You may also contact the CenturyLink Pension Service Center, Monday through Friday, from 8 a.m. to 7 p.m. Central time, at 800-729-7526, option 2, option 3 then option 1, to request a pension estimate and/or a Retirement Kit. You may request it in a paper version, free of charge.
- **If you are a deceased Participant's Beneficiary or an Alternate Payee**, you should contact the CenturyLink Pension Service Center, Monday through Friday, from 8 a.m. to 7 p.m. Central time, at 800-729-7526, option 2, then 3 and 1, to request pension information.

If you are eligible and choose to defer receipt of your pension benefit until a later date, you may only defer to your age 65.

**Reminder to keep your address current:** You should always keep CenturyLink, Inc. and the CenturyLink Pension Service Center at 800-729-7526 informed of your current address so CenturyLink, Inc. and the CenturyLink Pension Service Center are able to communicate with you. Refer to Section 5, Keep Your Home Address and Name Up-to-Date for instructions.

### **Claims and Appeals Procedure**

**Filing a Benefits Claim.** A claimant or their duly authorized representative may file a claim for a Plan benefit to which the Claimant believes that they are entitled. Any benefit claim filed, (1) must be in writing and delivered to the Committee or its delegate within 24 months after the earlier of (A) the date on which the Plan benefit commenced to be paid or (B) the date on which the Claimant or their duly authorized representative knew or, with the exercise of reasonable diligence, should have known, that (i) the Plan benefit should have commenced to be paid, or, if earlier, (ii) the employment records on which the Plan benefits are based are claimed or alleged to be incorrect and (2) must comply with such other procedures as the Committee in its sole discretion from time to time shall require. Delivery of the claim must be made by first class mail, postage prepaid, or by facsimile. Participants have an affirmative obligation to seek to correct their employment record history, as contained in the Company's HRIS (which system may be modified from time to time), as soon as they are aware of omissions, inaccuracies or errors, but in no event later than 24 months after they were notified in writing by the Plan Administrator of the Plan's official records. There is a deadline; refer to "Filing a Lawsuit."

The Plan Administrator's address is:                      Plan Administrator  
CenturyLink Employee Benefits Committee  
c/o CenturyLink, Inc.  
Attention: Pension Plan Claims  
214 East 24th Street  
Vancouver, WA 98663-3212

Facsimile: 360-905-5931

**Initial Review of a Benefit Claim.** The Plan Administrator, or its designee, will review your written claim within a reasonable period of time, but in no event later than 90 days after its receipt of the claim. The Plan Administrator may extend this period by an additional 90 days if special circumstances require an extension of time for processing your claim. If an extension is required, you will be notified in writing before expiration of the initial 90-day decision period of the reason for the extension and the date by which the Plan Administrator expects to render its decision.

Therefore, the Plan Administrator will make a decision about a claim within 180 days after its receipt of the claim, if the time period was extended as described in the previous paragraph.

The Plan Administrator has full discretion to grant or deny your claim in whole or in part, and you will receive written notice of the decision. Any denial of your claim in whole or in part is an "adverse benefit determination."

**Notice of Benefit Claim Denial.** If the Plan Administrator makes an adverse benefit determination with respect to your claim, you will receive a written notice explaining the adverse benefit determination. This will include:

- The specific reasons for the adverse benefits determination;
- The reference to the specific Plan provisions on which the adverse benefits determination is based;
- A description of any additional material or information you will need to provide to the Plan Administrator for it to reconsider your claim and an explanation of why such material or information is necessary; and

- An explanation of how you can appeal the adverse benefit determination; the applicable time limits; and your right, upon request and at no charge, to have reasonable access to and to obtain copies of all “relevant documents.”

**How to Appeal if Your Claim for Benefits is Denied.** If the Plan Administrator denies your claim (which is also called an “adverse benefit determination”), you, your authorized representative or your Beneficiary may appeal the adverse benefit determination but to do so you must request in writing that the Committee review the claim denial.

Your appeal must be in writing and delivered to the Committee by first class U.S. mail (or overnight delivery services); by facsimile or by hand-delivery to:

CenturyLink Employee Benefits Committee  
c/o CenturyLink, Inc.  
Attention: Pension Plan Claims  
214 East 24th Street  
Vancouver, WA 98663-3212

Facsimile: 360-905-5931

**Timing.** To make an appeal, you, your authorized representative or your Beneficiary must file a written request for review of the denial with the Committee within 60 days after you are notified of the Committee’s decision to deny the claim.

**Your Rights During the Plan Administrator’s Review of Your Appeal.** As a part of your request for review, you have the right, upon request and at no charge, to have reasonable access to and to obtain copies of all relevant documents.

You also have the right to submit, in writing, documents, records and other information relating to the claim, for consideration by the Committee during its review of the adverse benefit determination.

**The Committee’s Review of Your Appeal.** The Committee will review your written request for review of the adverse benefit determination within a reasonable period of time, generally within 60 days after its receipt of your request for review unless the Committee extends this period for an additional 60 days due to special circumstances which require an extension of time for processing your appeal. If an extension is required, you will be notified in writing before expiration of the initial 60-day period of the reason for the extension and the date by which the Committee expects to render its decision.

Therefore, the Plan Administrator will make a decision about a claim within 120 days after its receipt of the claim, if the time period was extended as described in the previous paragraph.

The Committee has full discretion to grant or deny your appeal in full or in part upon its review of the adverse benefit determination.

The Committee’s review of the appeal will:

- Take into account all comments, documents, records and other information submitted by you, your authorized representative or your Beneficiary relating to the appeal and claim without regard to whether such information was previously submitted or considered in the initial decision about the claim; and
- Review the appeal in a manner that does not afford deference to the initial decision to deny your claim.

**Disability Retirement Review.** A claimant's appeal in connection with a denial of a disability pension benefit based on whether the claimant is "disabled" (as defined by the CenturyLink Disability Plan) will be determined by the CenturyLink Disability Plan Claims Administrator as it is the fiduciary for that determination. The Plan, by its terms, defers to the findings and conclusions of the CenturyLink Disability Plan Claims Administrator for this specific purpose.

**Notice of the Committee's Decision About the Appeal.** The Committee will notify you of its decision on review. If the Committee has denied your claim, you will receive a written notice explaining its decision. This notice will include:

- The specific reasons for the decision;
- The references to the specific Plan provisions on which the decision is based; and
- A statement of your right, upon request and at no charge, to have reasonable access to and to obtain copies of all relevant documents, and a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse decision.

No legal action for recovery of Plan benefits may be commenced before you have exhausted the claims and appeals procedures described above.

### **Filing a Lawsuit**

**Time Limitation on Filing a Lawsuit.** Once you exhaust the claims and appeals procedures as described above, you may timely pursue other legal remedies, however, you may not 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, Plan Sponsor, any Participating Company, the Committee or any other fiduciary, or any third-party service provider, after the last day of the 12th month following the later of:

- a) the 60th day after you (the claimant) receive an adverse benefit determination; or
- b) the date on which the adverse benefit determination on appeal was issued with respect to such Plan benefit claim.

**Where You Must File a Lawsuit.** Any lawsuit to enforce a benefit claim or to interpret the Plan may be brought only after exhausting the Plan's claims and appeal process and 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.



## SECTION 5: IMPORTANT LEGAL INFORMATION ABOUT THE PLAN

### About the Plan

**Official Plan Name.** The official name of the “Plan” as of December 31, 2014, is the CenturyLink Retirement Component of the CenturyLink Combined Pension Plan.

**Plan Number or PN.** The “Plan Number” or “PN” assigned to the Plan is 001.

**Type of Plan.** The Plan is a pension plan, specifically a “defined benefit plan.” A “defined benefit plan” is a retirement plan that provides a specific benefit amount determined by a formula based on factors such as compensation, age, and/or service. Benefits at retirement are normally paid as fixed monthly payments, although in certain instances, benefits may be paid in a lump sum. The amount of your monthly benefit payment will depend on your Compensation (or your Pension Band if you are participating in the Ohio Plan), the Years of Credited Service you earn, and the age at which you choose to retire. Descriptions and examples of the benefits provided by the Plan are included in this SPD.

**Cost of Plan.** The entire cost of the benefit under the Plan is paid by the Company. Employees do not, and are not permitted to, contribute to the Plan. Contributions to the Plan are actuarially determined and paid by the Company into a trust established exclusively for designated Plan purposes.

**Funding of Pension Benefits.** The Plan’s pension benefits are paid from a trust that is held separate from the assets of the Company unless no longer a liability of the Plan or as otherwise determined by the CenturyLink Plan Design Committee. The assets in this trust may only be used for the benefit of the Plan Participants and to the extent the benefits are a liability of the Plan (as determined by the Plan Design Committee). If the Plan becomes underfunded as this term is defined by the Internal Revenue Code, the Company must make contributions to the pension trust.

**Funding Based Limits.** The Plan complies with the Pension Protection Act of 2006 requirements regarding underfunded plans. The Internal Revenue Code sets limitations on the accrual and payments of benefits that would apply to the Plan if it were to have an adjusted funding target attainment percentage (AFTAP) for the Plan Year of less than 80 percent. For example, if the AFTAP is less than 80 percent, only a portion of the benefit can be paid in a form that provides a benefit that exceeds the amount that would be paid as a Single Life Annuity under the Plan (for example, a single lump sum) and the Plan cannot be amended to increase benefit accruals. If distribution limitations apply to the Plan, the Plan Administrator will notify participants and beneficiaries in writing after such a limitation is determined to apply to the Plan.

**Payment of Benefits from Trust Fund or Otherwise.** Except as expressly set forth in the Plan, as may be amended from time to time and over time, in no event will any payments hereunder be the liability of either the Committee (or the Plan Design Committee or CIM), the Company or a Participating Company, and all payments shall be paid out of the Trust Fund unless no longer the liability of the Plan, or as otherwise determined by the Plan Design Committee.

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

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

The PBGC guarantee generally does not cover: (1) pension benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of pension benefit increases and new pension benefits based on Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates; (3) pension benefits that are not vested because you have not worked long enough for the

Company or its Affiliates; (4) pension benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at Plan's Normal Retirement Age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay. Even if certain pension benefits are not guaranteed, you still may receive some of those pension benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the pension benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 800-877-8399 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at [pbgc.gov](http://pbgc.gov).

**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.

**Obtain Benefit Information.** To obtain a pension benefit estimate or to request a Retirement Kit to commence your benefit, see "Request a Retirement Kit" in Section 4. These estimates are not binding; if there is an error in the data used in the calculation, you will be paid the correct amount, even if it is less than the estimated amount. You should review the data used in your estimate and notify the CenturyLink Pension Service Center of any errors.

**Pension Benefit Payment.** If you qualify for a pension benefit and have completed and timely returned all forms and elections as is explained in your Retirement Kit, pension payments in the form of an annuity are paid on the first business day of the month (or as soon as practicable thereafter following timely receipt of your election forms). In all cases, your termination of employment must be posted in the CenturyLink SAP payroll system before payment of the pension benefit can be processed.

**Returning to Work.** If you return to work for the Company after you retired, any monthly pension you are receiving from the Plan will continue. You may be entitled to earn additional benefits while you are reemployed if you are eligible for additional accruals upon reemployment. Please note that benefit accruals under the Plan have been frozen for certain participants so check to see if you are eligible for additional accruals in the Appendices to this SPD. When you later cease employment, any additional benefits will be paid under the applicable provisions of the Plan in effect at your subsequent termination. All benefit payments you received before you were reemployed and while you are reemployed, whether monthly payments or lump sum distributions, will be taken into account in computing the benefits you are entitled to receive when your employment terminates again.

#### **WHAT HAPPENS IF YOU RETURN TO WORK FOR CENTURYLINK OR WORK FOR A SUPPLIER ON ASSIGNMENT FOR CENTURYLINK AFTER YOU LEAVE EMPLOYMENT:**

**Before any former employee, including a retiree, can be rehired by the Company** as an employee or retained by the Company as a contractor (even through a Supplier) if you have voluntarily taken a distribution from the Company's sponsored 401(k) plan or the Plan, there is a **six month "sit-out" period** as required by the IRS.

In accordance with the IRS rules regarding the six month sit-out period:

- You may not have any discussions with management about rehire or working for a Contractor prior to your termination date.

- If, after you have left employment with CenturyLink and you have voluntarily taken a 401(k) plan distribution or commenced your Plan benefit, you **cannot be rehired** by the Company or work for a contractor to the Company (even through a Supplier) for **at least six (6) months**.
- You can work for a supplier vendor providing services directly to CenturyLink or may return to work as a W-2 employee of CenturyLink, but **not until six (6) months after your termination date**.

Rationale: The 6-month sit-out period is driven by IRS guidance requiring a true separation from employment before a participant can receive retirement benefits. It protects (i) the Company's tax-qualified pension & 401(k) plans from disqualification which would cause adverse tax consequences for all plan participants, (ii) you individually from excise taxes and (iii) both you and the Company from additional reporting obligations.

**Use of Social Security Number.** CenturyLink retains the right to use your Social Security Number for benefit administration purposes, including tax reporting. If a state law restricts the use of Social Security Numbers for benefit administration purposes, CenturyLink generally takes the position that ERISA preempts such state laws.

**How Can You "Lose" Your Benefit?** If you fail to keep your address updated such that the Plan and the Committee are unable to send you the necessary documents to begin your benefit, you could lose your benefit because if the Plan cannot find you it cannot pay your benefit. See "Keep Your Home Address and Name Up-to-Date" in Section 4 for instructions. If, at the time of your termination of employment, you are not vested, and you incur a Break-in-Service and do not return to work for the Company, you will not receive a benefit from the Plan.

**Plan Amendment or Termination.** The Plan Sponsor expects to continue the Plan indefinitely. The Plan Sponsor 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 Plan Design Committee or other person(s) to the extent amendment authority has been delegated by the Board of Directors of CenturyLink. The Plan, as amended, is the official Plan document. In the event of conflict or ambiguity the Plan document governs.

CenturyLink, as the Plan Sponsor, also reserves the right to terminate the Plan at any time, and each individual participating Employer has reserved the right to terminate participation in the Plan at any time. The CenturyLink Plan Design Committee, with the consent of the Chairman of the Board of Directors of CenturyLink, may terminate the Plan.

If the Plan is terminated, you have certain rights to payment of your pension benefits, calculated as of the date of the termination. For instance, a Plan termination would not affect a pension benefit to which you had become eligible to receive prior to the termination; to the extent the pension benefit was then funded. Thus, if you had a right to a deferred vested pension benefit commencing at age 65, you would continue to have such a right based upon your pension benefit and the Plan terms at the time of the termination, to the extent the pension benefit had been funded under the trust fund.

If the Plan is wholly or partially terminated, the rights of all affected Participants and Beneficiaries to pension benefits calculated as of the date of the Plan termination become non-forfeitable, but only to the extent that there are sufficient Plan assets in the trust fund associated with the Plan sufficient to cover such pension benefits.

If the Plan is terminated, employees will not earn any further pension benefits or rights under the Plan regardless of continued employment with CenturyLink. Additionally, the Plan and the federal pension law (ERISA) specify the general manner and order that the assets of the trust fund associated with the Plan will be allocated, for purposes of paying pension benefits calculated as of the date of the Plan termination, to Participants and beneficiaries. Essentially, subject to ERISA, in the event of a Plan termination, the assets of the Plan trust fund would first be allocated to pay benefits to Participants and Beneficiaries who are already receiving pension benefits under the Plan at the time of the Plan termination or who had the right to receive such pension benefits immediately if they had retired prior to such time. There are certain limitations on the

amount of such assets that can be allocated to this highest priority. After pension benefits are provided to Participants or Beneficiaries in this highest priority, remaining assets would be allocated to other Participants and Beneficiaries in certain other priority categories relating to an employee's service, whether an employee's

pension benefit was vested prior to the Plan termination, and the amount of the employee's calculated pension benefit at the date of the Plan termination.

The pension benefits that are provided upon and after a Plan termination may be provided through the purchase of an insurance annuity, the distribution of a lump sum cash amount, and/or such other means and in such other form as the Plan Design Committee determines.

To the extent that there are remaining assets in the Plan's trust fund after the allocation of amounts sufficient to cover retired employees or their Beneficiaries, active employees who have the immediate right to retire on a service pension, former employees with a deferred vested pension benefit, and other active employees, the Plan provides that amounts may be allocated for future death benefits that would have been paid from the Plan had it continued and to certain former employees who may have had certain pension rights under a predecessor plan.

The current provisions of the Plan state that if there are any remaining assets after making provision for the payment of all pension benefits earned to the date of the Plan termination to all Participants and beneficiaries and others provided for in the Plan upon its termination, plus making provision for future possible death benefits, such remaining assets are to be applied solely for pension purposes in an equitable manner consistent with the purposes of the Plan. It should be noted that, as with other Plan provisions, the Plan Design Committee reserves the right to amend this provision relating to any remaining assets in the event of Plan termination. The Plan Design Committee also reserves the right to amend, at any time and from time to time in a manner consistent with required provisions under ERISA, Plan terms regarding the allocation of pension assets upon a Plan termination.

**Plan Administrative and Investment-Related Expenses.** All expenses of any party lawfully payable from the assets of the Plan shall be paid from such assets except to the extent the Company or its delegate determines otherwise.

**Power of Attorney or Letters of Guardianship/Conservatorship Recognized.** A representative may act on behalf of a Participant or Beneficiary if a valid Power of Attorney or Letters of Guardianship/Conservatorship have been submitted and approved by the Plan Administrator. The Plan Administrator shall have the sole discretionary authority to approve any Power of Attorney or Letters of Guardianship/Conservatorship and determine all matters under the Plan in connection with the application or effectiveness of any power granted thereunder.

**Internal Revenue Code Limits.** Internal Revenue Code (IRC) Section 415 limits the amount of the pension benefit payable to you from the Plan. This limit is largely based on age, Compensation at retirement and Years of Service with the Company. IRC Section 401(a)(17) limits the dollar amount of annual compensation that can be included in the calculation of your benefit.

**No Employment Contract.** Neither the establishment of the Plan nor the participation in the Plan by you is a contract of employment. You remain subject to discharge without regard to your participation in the Plan.

**Anti-Assignment.** You may not sell, assign, pledge or transfer your benefits under the Plan before you receive them. In general, your Plan benefit 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 "Qualified Domestic Relations Order (QDRO)" in Section 3 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 accrued pension benefits for certain Participants who are "key employees" is 60% or more of the aggregate value of all other Participants' accrued

pension benefits. Key employees are generally officers, certain shareholders, owners and some highly compensated employees.

If the Plan were top-heavy for a Plan Year, each non-key employee must receive a minimum pension benefit equal to 2% times his/her compensation for his/her highest five consecutive top-heavy years, except that in no event will the top-heavy plan minimum benefit exceed 20% of such compensation. If the Plan becomes top-heavy, you will become 20% vested after a 2-year Period of Service and will vest an additional 20% for each additional year.

**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 and Mistakes.** If a clerical error or other mistake is made by the Company, your Employer, the Plan Administrator, the Committee, CIM, members of the Employee Benefits Group of the Company's Human Resources Organization, a vendor, a Participant or a Beneficiary 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. If 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 that has been corrected or adjusted by the Committee, CIM or one of the Plan vendors or service providers or any agent of such parties. 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.

**No Interest in Trust Fund; No Estoppel of Plan.** Irrespective of the amount of your vested pension under the Plan, neither you, your Beneficiary nor any other person will be entitled to or have any interest or right to any of the assets of the Trust Fund, except as and to the extent expressly provided under the terms and conditions of the Plan. Benefits may be payable from the Trust unless the benefits are determined to no longer be a liability of the Plan and shall become payable by a source other than the Trust as determined by the Plan Design Committee. Payments made from the Plan in connection with any claim for benefits does not establish the validity of that claim or provide any right to have such benefit payments continue for any period of time or prevent the Plan from recovering amounts paid to the extent the Committee determines that there was no right to those payments. No person who claims a right to benefits under the Plan may base that claim on any oral or written statement made by any person. The provisions of the Plan shall govern over any inconsistent benefit information given to a person, orally or in writing, regardless of the source.

**Lump Sum Payment or Single Life Annuity: Termination of Your Interest and Rights in the Plan.** If you receive a lump sum payment of your vested accrued benefit from the Plan, your right and interest in the Plan ceases after that payment has been made. If you are paid a lump sum, your Spouse or other Beneficiary has no right or interest in the Plan. Similarly, if after your death, your Spouse or other Beneficiary receives a lump sum payment or the sum of all installments, all of the rights and interests in the Plan that you and your Spouse or other Beneficiary may have had ceases at that time. If you die while being paid a Single Life Annuity, all of the rights and interests in the Plan that you and your Spouse or other Beneficiary may have had ceases on the date of your death.

**Be Sure to Follow the Plan's Claims Procedure.** The Plan has a claims procedure that you should follow when you seek to (1) apply for and receive benefits from the Plan, (2) enforce your rights under the terms of the Plan, or (3) clarify your right to future benefits under the terms of the Plan. See the description of the claim's procedure in this SPD for the Plan Component under which you have a claim. Because the Plan's claims and appeals procedure is intended to help resolve Plan benefits issues, the procedure must be fully followed and exhausted before you can file a lawsuit against the Plan.

## **Your ERISA Rights**

As a Participant in the CenturyLink Retirement Component, you are entitled to certain rights and protections pursuant to ERISA. ERISA provides that, as a Plan Participant, you are entitled to:

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

- 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 most recent 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), the Plan document and the Summary Plan Description. The Committee or its delegate may make a reasonable charge for the copies.
- Receive a summary of the Plan's most recent annual financial report. The Committee or its delegate is required by law to annually furnish each Participant with an Annual Funding Notice (AFN).
- Obtain a statement telling you whether you have a right to receive a pension benefit at Normal Retirement Age (generally age 65) and if so, an estimate of what your pension benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension benefit, the statement will tell you how many more years you have to work to get a right to receive a pension benefit. 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 pension benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a pension benefit results in an adverse benefit determination or you do not receive a response to your claim, in whole or in part, you have a right to know why, to obtain copies of documents relating to the decision without charge and to appeal any adverse benefit determination, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the most recent annual report from the Plan and do not receive them within 30 days, you may file suit in Federal court as designated by the Plan. 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 pension benefits which is denied or ignored, in whole or in part, you may file suit in Federal court as designated by the Plan. However, you may only file suit if you have exhausted the Plan's claims and review procedures.

In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that 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 cost 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.

For detailed information on the claims and appeals process, or on filing a lawsuit, refer to “Claims and Appeals Procedure” in Section 4.

### **Assistance with Your Questions**

If you have any questions about the Plan, you should contact the CenturyLink Pension Service Center (as noted in “Request a Retirement Kit” in Section 4) 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 (“EBSA”), U.S. Department of Labor, listed online or in your telephone directory, or the Division of Technical Assistance and Inquiries, EBSA, 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 EBSA.

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

### **Request Copies of the Plan’s Actual Documents**

This document is a Summary Plan Description (“SPD”) of the CenturyLink Retirement Component of the CenturyLink Combined Pension Plan and does not attempt to cover all rules and exceptions applicable to determining your pension benefits. Specific details are contained in the official Plan documents that regulate the operation of the Plan and govern any questions arising under the Plan. Plan Participants or the beneficiaries of deceased Participants are eligible to examine, without charge, Plan documents, including the official Plan text, the trust agreement, the annual report, the annual funding notice, and certain other documents and reports that are maintained by the Plan and/or filed with a federal government agency.

These documents are available for review during normal working hours at the following address: CenturyLink, Inc., 214 East 24th Street, Vancouver, WA 98663-3212. If Participants or Beneficiaries of deceased Participants are unable to examine the documents there, they should write to the CenturyLink Employee Benefits Committee c/o CenturyLink, Inc., ATTN: Plan Administrator at the following address: CenturyLink, Inc., 214 East 24th Street, Vancouver, WA 98663-3212, and specify the documents to be examined and at which Company work location they wish to examine them. Copies of such documents will be made available for examination at that work location within ten days of the date the request was submitted. Participants or Beneficiaries of deceased Participants also may request that documents be sent to them. A reasonable fee will be charged for copies of the documents requested unless federal law requires that documents be furnished without charge. The local union provisions are partially maintained pursuant to certain collective bargaining agreements; the applicable portions of these agreements are also available for review.

### **Keep Your Home Address and Name Up-to-Date**

Information about the Plan 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 your name changes you must also update your Plan records as well.

- If you are an **active employee**, you can make address changes or name changes directly in Success Factors on the CenturyLink Intranet site - InsideLink. On the home page of InsideLink, click on the Success Factors icon and sign on. Next, select the MyProfile section on the MyInfo screen, and scroll down on the page to either the Personal Information or Address Information section. Edit your information and make the necessary address or name changes.
- If you are a **former employee eligible for a future benefit** in the Plan, it is even more important for you to keep your address and name information up-to-date. You may do this by:



1. You may be able to sign into The Pension Site at [www.centurylinkpension.ehr.com](http://www.centurylinkpension.ehr.com). Go to the Profile tab and select My Information. Scroll to the address section and update your information directly online; or
2. You may call 800-729-7526 and select option 2, then option 3, or
3. You may request an address change in writing by sending a letter to:

CenturyLink Pension Service Center  
Dept: CEN  
P.O. Box 981909  
El Paso, TX 79998

Facsimile: 844-286-1282

Your letter must include the following information: your full name, last four digits of your social security number, your old address, your complete new address and your dated signature. If you fail to update your address, the Plan will be unable to pay out your benefit. If you are making a name change, you must include a copy of the documentation that supports the name change (marriage certificate, divorce decree, etc.)

- If you are **currently receiving a monthly benefit payment** from the Plan:

1. You can **change your address** by logging on The Pension Site at [www.centurylinkpension.ehr.com](http://www.centurylinkpension.ehr.com). Go to the Profile tab and select My Information. Scroll to the address section and update your information directly online. Alternatively, you may call 800-729-7526 and select option 2 then option 3; or
2. To **change your name** or request an **address change in writing** you must submit a signed letter that includes the following information: your full name, last four digits of your social security number, your old address, your new address and your dated signature. If you fail to update your address, the Plan will be unable to pay out your benefit. If you are making a name change, you must include a copy of the documentation that supports the name change (marriage certificate, divorce decree, etc.). The letter should be mailed or faxed to:

CenturyLink Pension Service Center  
Dept: CEN  
P.O. Box 981909  
El Paso, TX 79998

Facsimile 844-286-1282



## **SECTION 6: FEDERAL INCOME TAX EFFECT ON PAYMENTS YOU MAY RECEIVE FROM THE PLAN**

The following reflects the federal income tax consequences of participation in the Plan provided the Plan is a "qualified" plan under the Code. The Plan is intended to qualify under Section 401(a) 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.

Federal income tax will be withheld from a monthly annuity payment based on your election on Form W-4P. If you do not submit a completed Form W-4P, taxes will be automatically withheld on the basis of a married person claiming three withholding exemptions.

If you elect to receive a lump sum distribution:

1. You may choose a direct rollover to a traditional or Roth IRA or another qualified retirement plan. If you choose a direct rollover, your pension payment will not be taxed in the current year and no income tax will be withheld (with the exception of amounts rolled over to a Roth IRA). However, your pension payment will be taxed later when you take it out of your IRA or another qualified retirement plan.
2. You may choose to have your lump sum distribution paid directly to you. If you choose to have a distribution made to you:
  - a) You will receive only 80% of your pension payment (less state taxes), because the Plan Administrator is required to withhold 20% of the pension payment and send it to the IRS as income tax withholding to be credited against your taxes.
  - b) Your pension payment will be taxed in the current year unless you roll it over. You may be able to apply special tax rules that could reduce the tax you owe. However, if you receive the pension payment before age 59-1/2 and do not roll it over to an IRA or another qualified retirement plan, you also may have to pay an additional 10% excise tax.
  - c) You can roll over your pension payment by paying it to an IRA or to another employer plan that accepts your rollover within 60 days of receiving the pension payment. The amount rolled over will not be taxed until you take it out of the IRA or employer plan (with the exception of a Roth IRA).
  - d) If you want to roll over 100% of your pension payment to an IRA or to an employer plan, you must replace the 20% (and any state taxes) that were withheld with other personal funds. If you roll over only a portion of your pension benefit that you received, you will be taxed on the 20% (and state taxes) that were withheld and that are not rolled over.
  - e) If you are over age 70-1/2, any mandatory distributions you receive in the form of an annuity cannot be rolled over.

You will receive a special tax notice when you receive your Retirement Kit. You should consult with an accountant, legal counsel or other financial advisor regarding your specific tax implications.

The Company making contributions to the Plan will be entitled to federal income tax deductions for the contributions in the year which the contributions are made.

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 [irs.gov](http://irs.gov) or by calling 800-TAX-FORM.

## SECTION 7: DEFINITIONS

**Accrued Benefit:** Accrued Benefit means the sum of your benefits as determined on the basis of the specific formulas defined in the Appendices.

**Actuarial Equivalent:** Actuarial Equivalent means a method of payment that has equal value according to actuarial tables that take into account life expectancy, interest rates, and other factors.

**Affiliate:** A corporation or business that is a member of the controlled group of the Company or under common control with the Company.

**Annuity:** Annuity means the specified monthly pension payment to a Participant or Beneficiary.

**Annuity Starting Date:** Annuity Starting Date means the first date with respect to which an amount is paid as an Annuity and will always be the first of a given month. In the case of a Plan benefit not paid as an Annuity, Annuity Starting Date means the first day on which all events have occurred which avail you to the Plan benefit, but not before the first day of the month following your employment termination date or, if later, the first day of the month following your receipt of the necessary distribution application paperwork.

**Beneficiary:** Beneficiary means any individual designated by a Participant or former Participant to receive a benefit under the Plan after the death of the Participant or former Participant.

**Benefit Commencement Date:** Benefit Commencement Date means the later of (a) the first day of the following month after your employment ends, and (b) the first day of the following month in which proper notification has been given (for the proper notification requirements, see "Request a Retirement Kit" in Section 4).

**Break-in-Service:** Break-in-Service is any Computation Period in which you fail to complete more than 500 Hours of Service.

Solely for determining whether a Break-In-Service for participation and vesting purposes has occurred, if you are away from work due to a maternity/paternity absence, you will receive credit for Hours of Service you would have been credited for, if you were not away due to such absence. The Hours of Service shall be credited only in the Computation Period (Plan Year) in which your absence begins, if crediting is necessary to prevent a Break-in-Service in that period OR in all other cases, in the Computation Period (Plan Year) following the Computation Period (Plan Year) in which your absence begins. Maternity/paternity absence means absence because of your pregnancy, birth of your child or care following birth, your adoption of a child, or care following adoption or placement for adoption.

**Company:** Company means, for purposes of the Plan, CenturyLink, Inc., its Affiliates or its successors who are Adopting Entities.

**Computation Period:** A Computation Period is a twelve-month period determined as follows:

- For Plan Years beginning before 1999, a Computation Period for eligibility, Break-In-Service, vesting and accrual of benefits is an Employment Year.
- For Plan Years beginning in 1999 and thereafter, a Computation Period for eligibility is an Employment Year, and a Computation Period for Break-in-Service, vesting and accrual of benefits is a Plan Year (calendar year).

The definition of Computation Period for Break-in-Service, vesting, and accrual of benefits was changed from Employment Years to Plan Years, effective as of January 1, 1999. Because of this change, certain transition rules apply to the Employment Year which begins within the 1998 Plan Year, as follows:

- For vesting purposes, if you completed 1,000 Hours of Service in your Employment Year which began in 1998 and ended in 1999, and you also completed 1,000 Hours of Service in the Plan Year beginning January 1, 1999 and ending December 31, 1999, you were credited with two (2) Years of Service for vesting purposes.
- For Break-in-Service purposes, if you terminated employment and completed less than 500 Hours of Service for your Employment Year beginning in 1998 and ending in 1999 and you completed less than 500 Hours of Service for the Plan Year beginning January 1, 1999, you were credited with two (2) Break-in-Service years.
- For benefit accrual purposes, you were credited with a pro-rated portion of a Year of Credited Service for the short period which begins with your Employment Year which began in 1998 and ended on December 31, 1998 if you completed a pro-rated portion of 1,000 Hours of Service by December 31, 1998. Your pro-rated credited service for the Computation Period beginning in 1998 is determined by multiplying the number of calendar days between your employment anniversary date and December 31, 1998 times 2.7 and dividing by 1000.

**Disability Plan:** Disability Plan means, the CenturyLink, Inc. Disability Plan or any other applicable long-term disability plan (or similar plan providing disability income benefits) maintained by the Company or one of its affiliates.

**Early Retirement:** Early Retirement is specified in each Appendix of this SPD.

**Eligibility Computation Period:** Eligibility Computation Period is the 12-month period of employment starting on the date the employee first performs an Hour of Service and each anniversary.

**Eligibility Service:** Eligibility Service is 1 year for each anniversary year with 1,000 Hours of Service.

**Eligible Spouse:** Eligible Spouse means the Spouse to whom you were legally married to at the time of your death and were so married for the one-year preceding death.

**Employee:** Employee means, for purposes of the CenturyLink Retirement Component, any person regularly employed by CenturyLink, Inc. and its Affiliates. You are not an Employee if you are a leased employee, a self-employed individual or an independent contractor. Also, you are not an Employee if you are an individual who (i) as of July 1, 2009 was an employee of Embarq Corporation or (ii) as of April 1, 2011 was an employee of Qwest Communications International, Inc., even if you later transferred to work for CenturyLink, Inc. and its Affiliates after those dates.

If you are in the future, or were, eligible for a disability benefit under the Disability Plan, you are not an Employee as of the date you are no longer credited with Years of Vesting Service. See Appendices A, B, C and D of the SPD for how service is credited.

In the case of participation under the Ohio Constituent Plan (Appendix E of this SPD) you are no longer an Employee as of (A) January 1, 2016, if you were eligible for a disability benefit from the Disability Plan on or before January 1, 2016, or (B) your Severance from Service Date if you are eligible for disability benefit from the Disability Plan after January 1, 2016.

**Employment Year:** An Employment Year is a 12-month period that ends on the anniversary of the date you first performed an Hour of Service.

**Hour of Service:** An Hour of Service includes:

- Any hour for which you were paid or entitled to be paid, whether or not worked. However, no more than 501 Hours of Service shall be credited pursuant to time paid during which no services are rendered to the Company.
- Regularly scheduled hours during an approved leave of absence (if you meet the conditions of the leave and if you return to work when required).
- Hours covered by a back-pay award (unless already counted).
- Certain hours for which you are paid when your employment ends, such as unused paid time off (PTO).

If your rate of pay is not determined on an hourly basis, you will be credited with 45 Hours of Service for each full week you work. Note: Service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code

**LTD Plan:** LTD Plan means the CenturyLink, Inc. Disability Plan.

**Non-Participating Employers:** Non-participating Employers include, but are not limited to:

- (1) Century Marketing Solutions, LLC;
- (2) CenturyTel Interactive Company;
- (3) CenturyTel Security Systems, Inc.;
- (4) CenturyTel Holdings, Inc.; or
- (5) CenturyTel Investments of Texas, Inc.

Additionally, other Affiliates or subsidiaries of CenturyLink, Inc., such as but not limited to, Embarq Corporation, Qwest Communications International, Inc., and CenturyLink Technology Solutions, are non-participating Employers. For a complete list of non-participating Employers, contact the CenturyLink Employee Benefits Committee.

**Normal Retirement Age:** Normal Retirement Age is specified in each Appendix of this SPD.

**Normal Retirement Date:** Normal Retirement Date is specified in each Appendix of this SPD.

**Participant:** Participant means an employee regularly employed by CenturyLink except for leased employees, independent contractors, employees of non-participating Employers and as of May 23, 2016 a Project Based Employee. Refer to Participation as specified in each Appendix.

**Plan Year:** The Plan Year shall begin each January 1 and end the following December 31.

**Project Based Employee:** An Employee who (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, (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. A Project Based Employee is not eligible to participate in the Plan.

**Retirement Kit:** Retirement Kit means the various documents necessary for you to complete or review prior to commencing your pension benefit. The documents include but are not limited to a letter highlighting your pension benefit, calculation summary, checklist, benefit election form, description of payment options, Federal tax notice, tax withholding election forms and direct deposit form. Completion of the forms and submitting any required documents to the Plan Administrator is considered an application for pension benefits.

**Severance from Employment:** Severance from Employment means the date as of which a Participant is no longer employed with CenturyLink, Inc. whether from retirement, death, or otherwise has completely severed the employment relationship with CenturyLink, Inc. and its Affiliates. Also, a Participant will have a Severance from Employment on the date the Participant no longer is credited with Vesting Service. This would apply, for example, in the case of a Participant who was or is eligible for a disability benefit from the Disability Plan. See Appendices A, B, C and D in the SPD for how Vesting Service is credited.

With respect to the Ohio Constituent Plan (Appendix E of the SPD), the date on which a Participant has a Severance from Employment is defined as the "Severance from Service Date." In addition to having a Severance from Service Date on his Severance from Employment, a Participant also has a Severance from Service Date on (A) January 1, 2016, if the Participant began receiving a disability benefit from the Disability Plan on or before January 1, 2016, or (B) the date the Participant is eligible to receive payment of the disability benefit from the Disability Plan if the Participant becomes eligible for a disability benefit from the Disability Plan after January 1, 2016.

**Social Security Covered Compensation:** Social Security Covered Compensation means the covered compensation amount for a person with your Social Security retirement age, as determined in accordance with applicable regulations. The Social Security Covered Compensation represents the average of the maximum Social Security taxable wage for the 35 years preceding your normal retirement age for Social Security benefits. The amount is taken from tables published annually by the U.S. Treasury. The numbers in the table are meant to coordinate the level of benefits in this plan with your Social Security retirement benefits, since pay in excess of taxable wages does not count toward Social Security benefits. The Social Security Covered Compensation table from the year 2010 is used for CenturyLink non-bargaining Employees with termination dates after December 31, 2010.

**Spouse:** Effective June 26, 2013, Spouse means the individual to whom a Participant is lawfully married (on the earlier of the Participant's death or Annuity Starting Date) 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, provided the individual has been lawfully married to the Participant for 12 consecutive months prior to the applicable date. 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 shall include a former Spouse to the extent that a QDRO requires such former Spouse to be treated as a Spouse or a surviving Spouse.

**Vested:** Vested means that you have earned a right to a pension benefit in the Plan. Vesting requirements are specified in each Appendix of this SPD.

**Years of Credited Service:** Years of Credited Service are specified in each Appendix of this SPD.

**Years of Vesting Service:** Years of Vesting Service are specified in each Appendix of this SPD.

# Appendix 1

## CenturyLink Retirement Component for Bargaining Employees

Refer to pages 6-8 to determine if Appendix 1 applies to you.

### ■ **ELIGIBLE EMPLOYEES**

Eligible Employees are individuals who are eligible to participate in the Plan. To be an Eligible Employee:

- 1) you must be an Employee who is employed by CenturyLink or an Affiliate that is a participating Employer in the Plan (each, an “Employer”); and
- 2) you are covered by a collective bargaining agreement that expressly provides for your inclusion in the Plan; and
- 3) you are not a “casual employee” as categorized by the Employer’s personnel policies, including workers who are on call, have no regular established work week and no fixed days or hours of work; and
- 4) you are not a temporary Employee hired specifically to fill temporary or occasional needs; and
- 5) you are not an Employee of the following Affiliates: (1) Century Marketing Solutions, LLC; (2) CenturyTel Interactive Company; (3) CenturyTel Security Systems, Inc.; (4) CenturyTel Holdings, Inc.; or (5) CenturyTel Investments of Texas, Inc.; and
- 6) you are not a non-resident alien; and
- 7) after May 23, 2016, you are not categorized in the Company’s payroll system as a Project Based Employee.

You are not an Eligible Employee if you are (a) a leased employee or (b) an independent contractor, even if a court or administrative agency determines that you are a common law employee and not an independent contractor.

### ■ **PARTICIPATION**

If you are a bargaining Employee, you will become a Participant in the Plan if all of the following criteria are met:

- You are an Eligible Employee;
- You complete 1 year of Eligibility Service, and
- You are, or were, an employee in one of the local unions listed in the following table and your employment (hired, rehired or you transferred into or became a member of the local union by any

other method (such as, but not limited to: recall, job bid, any process by which the National Labor Relations Board orders, etc.)) in this local union occurs before the “Hired Before” date listed in the following table:

<b>Local Union</b>	<b>Hired Before</b>
CWA 7818	July 1, 2015
CWA 7906 (previously NTS 4444)	July 1, 2015
IBEW 89	July 1, 2015
IBEW 768	January 1, 2015

OR

You are, or were, an employee in one of the local unions listed in the following table and your employment (hired, rehired or you transferred into or became a member of the local union by any other method (such as, but not limited to: recall, job bid, any process by which the National Labor Relations Board orders, etc.)) in this local union occurs within the dates listed in the following table:

<b>Local Union</b>	<b>Hired On or After</b>	<b>AND Before</b>
CWA 3971, 3972, 3974	March 13, 2009	January 1, 2016
CWA 4370	April 1, 2007	July 1, 2014
CWA 4671	February 3, 2007	July 1, 2015
CWA 6171 Central	August 16, 2007	January 1, 2016
CWA 6171 Northwest	June 13, 2008	January 1, 2016
CWA 6301, 6310, 6311, 6312, 6373	March 13, 2008	July 1, 2015
IBEW 257 (IBEW 257A)	January 1, 2007	July 1, 2016
IBEW 1106	April 1, 2007	January 1, 2014

If you meet all of these criteria, you will become a Participant on the first day of the Eligibility Computation Period in which the above requirements are met (i.e., the participation date is retroactive once the Participant meets the requirements).

If you are a bargaining employee who does not meet all the above criteria, you are not eligible to participate in the Plan.

Employees will become participants on the first day of the Eligibility Computation Period in which the above requirements are met (i.e., the participation date is retroactive once the Participant meets the requirements).

## ■ **WHY SERVICE IS IMPORTANT**

### **Accrued Benefit**

The amount of your pension benefit, among other things, is determined on the basis of how many Years of Credited Service you completed with a participating Employer. For more information, see “Accrued Benefit” later in this Appendix 1.

### **Vesting in Accrued Benefit**

Your right to your Accrued Benefit is determined on the basis of your vested status under the Plan. Your vested status is determined by the number of Years of Vesting Service you have completed with your participating Employer. As a general rule, all of your Years of Vesting Service with the participating Employer must be taken into consideration for purposes of determining your vesting percentage. There are some exceptions, however, which are covered under “A Break-In-Service Can Affect Your Benefit” in this Appendix 1.



## ■ **WHAT VESTING IS ALL ABOUT**

“Vesting” means your right to all or a portion of the benefit you have earned during your Years of Vesting Service. If you should terminate employment for any reason other than disability or retirement, you are vested in the benefit you have earned during your Years of Vesting Service according to the following schedule:

<b>Years of Vesting Service</b>	<b>Vesting Percentage</b>
Less than 5 years	0%
5 years or more	100%

Depending on employment history, there are exceptions where employees with less than 5 Years of Vesting Service may be 100% vested. You are also 100% vested at your Normal Retirement Age, if you are employed by the Company on that date, regardless of your Years of Vesting Service.

## ■ **HOW YOUR YEARS OF SERVICE ARE DETERMINED**

### **Years of Vesting Service:**

A Year of Vesting Service is a Computation Period (Employment Year or Plan Year, as applicable) during which you complete 1,000 or more Hours of Service. For purposes of vesting, you will be entitled to receive service credit for certain periods during which you are disabled. Hours of Service completed for any Affiliate will be counted from the date the business became an Affiliate or an earlier date approved by CenturyLink and announced to you. Your Years of Vesting Service includes all your service with CenturyLink, Inc. and CenturyTel, Inc.

As a general rule, all of your service must be taken into consideration for purposes of determining your vesting percentage. There are some exceptions, however, which are covered under “A Break-In-Service Can Affect Your Benefit” in this Appendix 1.

### **Years of Credited Service:**

- For service before December 31, 1998 (applies only to former Employees of Pacific Telecom, Inc.): You receive credit for one full Year of Credited Service for each Computation Period during which you complete 2,080 or more Hours of Service. If you have fewer than 2,080 Hours of Service in a Computation Period, you will receive a fraction of a Year of Credited Service determined by dividing your Hours of Service by 2,080.
- For service after December 31, 1998: You receive credit for one full Year of Credited Service for each Plan Year during which you complete 1,000 or more Hours of Service. If you complete less than 1,000 Hours of Service, you receive no credit toward Years of Credited Service.
- For service in the 1998 Transition Year: You receive credit for a pro-rated Year of Credited Service for the short period which begins with the anniversary of your date of hire and ends on December 31, 1998, if you complete a pro-rated portion of 1,000 Hours of Service by December 31, 1998. Your pro-rated credited service for the Computation Period beginning in 1998 is determined by multiplying the number of calendar days between your employment anniversary date and December 31, 1998 times 2.7 and dividing by 1,000.

### **Transfer**

If you transfer to a CenturyLink company that is not a participating Employer under this Plan, your service for that company will continue to count for purposes of participation, vesting and retirement eligibility, but you will earn no additional Years of Credited Service under this Plan. However, your Final Average Pay for benefit computation purposes will be determined as of your final termination date.

**Exception for Employees represented by IBEW 1106:** the Final Average Pay used to calculate your Accrued Benefit will be determined at the earlier of your termination of employment or June 30, 2022. Please note that transferring to an Affiliate is not a termination of employment.

## ■ **A BREAK-IN-SERVICE CAN AFFECT YOUR BENEFIT**

If you complete less than 501 Hours of Service during a Plan Year, you will incur a One-Year Break-in-Service for the Plan Year. If you complete more than 500 but less than 1,000 Hours of Service during a Plan Year, you will not incur a One-Year Break-in-Service, but neither will you receive credit for a Year of Vesting Service, nor will you earn a Year of Credited Service for your Accrued Benefit. Generally, you do not get credit for service for the Plan Year in which you have a Break-in-Service. However, an absence because of military duty, layoff, or an approved leave of absence of not more than one year will not be considered a Break-in-Service if you return to work for a participating Employer when your absence ends.

### **Parental Leave**

If you are absent from work because of pregnancy, birth of your child, adoption of your child, or caring for your child during the period immediately after birth or adoption, you may be credited with up to 501 Hours of Service in order to avoid a Break-in-Service. These hours will be credited only so that you may avoid a Break-in-Service for this period. They will not count in determining your Accrued Benefit.

### **Vesting on Reemployment**

If you leave employment and are later rehired, your Years of Vesting Service prior to leaving employment will be credited to you if:

- You are vested at the time of your last date of termination of employment, or
- Your consecutive Breaks-in-Service are not more than your number of Years of Vesting Service at the time you left, provided you had a least one (1) Year of Vesting Service preceding your Break-in-Service.

If you do not meet either of these conditions when you are rehired, you will be treated as a new Employee, and your rehire date will establish a new Employment Year.

## ■ **ACCRUED BENEFIT**

Your Accrued Benefit is the actual retirement benefit that you have earned as of any given date prior to your Normal Retirement Date. Your Accrued Benefit is payable to you at your Normal Retirement Date. For details on how your Accrued Benefit is calculated, see “Normal Retirement Benefit” in this Appendix 1. However, should your benefit commence early, this amount will be reduced for early commencement of benefits. For more about early commencement of benefits, see “Early Retirement” in this Appendix 1.

## ■ **NORMAL RETIREMENT BENEFIT**

Your Normal Retirement Date is the first day of the month coinciding with or next following your 65th birthday.

When you reach your Normal Retirement Date, you must begin to receive your Normal Retirement Benefit as long as you have terminated employment with the Company. Your Normal Retirement Benefit is payable as a monthly benefit beginning the first of the month following or coincident with your Normal Retirement Date. Optional forms of payment are explained under “How Your Benefit Is Paid” in this Appendix 1.

To apply for a benefit, follow the instructions in “Applying for a Benefit” under Section 4. The following terms and information are used to calculate your benefit.

## **Compensation**

Compensation means all amounts actually paid to or for your benefit during a calendar month while you are actively employed. These amounts include all earnings reportable on tax form W-2 (except as listed below), including lump sum payments made in lieu of base salary increases and any salary deferral contributions to Company-sponsored 401(k) savings or cafeteria (flexible benefit) plans.

Compensation excludes (among other items):

- Overtime;
- Imputed income from expense reimbursements or fringe benefits;
- Prizes and awards (such as employee recognition awards and safety awards);
- Payment for termination of employment (such as retirement bonuses, disability benefits and severance pay);
- Long-term incentive compensation (such as stock options, restricted stock and appreciation rights); and
- Any compensation paid after June 30, 2022 to employees represented by IBEW 1106.

Eligible Compensation is limited by law and adjusted each year in accordance with federal regulations. For 2013, eligible Compensation is limited to \$255,000.

## **Monthly Compensation**

Monthly Compensation means the actual Compensation paid to or for your benefit during a calendar month.

## **Final Average Pay**

Final Average Pay is your average Monthly Compensation over the 60 consecutive calendar months (5 years) of highest Monthly Compensation you earn during your last 120 calendar months (10 years) of employment. Your month of hire and your month of termination are counted as full calendar months for purposes of determining the last 120 full calendar months. If your employment term is less than 60 months when you retire, the actual average of all your Compensation will be used. If you were an original CenturyLink Employee at the time CenturyLink acquired PTI, only your Compensation from January 1, 1999 (the date you became eligible to participate in this Plan) forward will be used to determine your Final Average Pay. For Employees represented by IBEW 1106, Final Average Pay used to calculate your Accrued Benefit will be determined at the earlier of your termination of employment or June 30, 2022.

### **A. CenturyLink Non-Bargaining formula for Bargaining Employees**

This formula is for Employees whose employment (hired, rehired or you transferred into or became a member of the local union by any other method (such as, but not limited to: recall, job bid, any process by which the National Labor Relations Board orders, etc.)) in the local union occurs within the dates listed in the following table. You will not earn a benefit under the CenturyLink Retirement Bargaining formula (see item B).

<b>Local Union</b>	<b>Hired On or After</b>	<b>AND Before</b>
CWA 3971, 3972, 3974	March 13, 2009	January 1, 2016
CWA 4370	April 1, 2007	July 1, 2014
CWA 4671	February 3, 2007	July 1, 2015
CWA 6171 Central	August 16, 2007	January 1, 2016
CWA 6171 Northwest	June 13, 2008	January 1, 2016
CWA 6301, 6310, 6311, 6312, 6373	March 13, 2008	July 1, 2015
CWA 7818	September 1, 2008	July 1, 2015
CWA 7906	May 1, 2008	July 1, 2015
IBEW 89	September 1, 2008	July 1, 2015
IBEW 257 (IBEW 257A)	January 1, 2007	July 1, 2016
IBEW 768	May 1, 2008	January 1, 2015
IBEW 1106	April 1, 2007	January 1, 2014

The amount of your Accrued Benefit is the sum of 1 and 2 as follows:

- 1) Base Benefit: 0.50% x Final Average Pay x Years of Credited Service (maximum 30), plus
- 2) Excess Benefit (not less than \$0): 0.50% x Final Average Pay in excess of Social Security Covered Compensation x Years of Credited Service (maximum 30)

The Plan provides for a minimum annual benefit at Normal Retirement of \$650. This minimum benefit amount may not apply if you have accrued a retirement benefit under a Constituent Plan (Hourly, Salaried or Ohio) and shall not apply if you became an Eligible Employee after December 31, 2008.

Your Accrued Benefit will not be reduced by Worker's Compensation payments if your Benefit Commencement Date is on or after June 1, 2015.

If you have worked for more than one union, your Years of Credited Service while you are a bargaining Employee eligible for a benefit under the CenturyLink Non-Bargaining formula for Bargaining Employees will be used in computing your benefit from the Plan determined under the formula described above. Any Years of Credited Service that you complete while you are a bargaining Employee eligible for a benefit under the CenturyLink Bargaining formula will not be included in determining your benefit under the above formula but will instead be included in the CenturyLink Bargaining formula described on following page.

Notes:

- 1) If you were hired before the dates above in IBEW 257 (IBEW 257A); IBEW 1106; CWA 3971, 3972, 3974; CWA 4671, 4672, 4674, 4675; CWA 6171 (Central or Northwest); or CWA 6301, 6310, 6311, 6312, 6373; you should refer to Appendix 4 in this SPD.
- 2) If you were hired before the date above in CWA 4370, you should refer to Appendix 5 in this SPD.

## B. CenturyLink Bargaining formula

This formula is for those former employees of Pacific Telecom, Inc. whose employment (hired, rehired or you transferred into or became a member of the local union by any other method (such as, but not limited to: recall, job bid, any process by which the National Labor Relations Board orders, etc.)) in the local union occurs before the "Hired Before" date listed in the following table:

<b>Local Union</b>	<b>Hired Before</b>
CWA 7818	September 1, 2008
CWA 7906 (previously NTS 4444)	May 1, 2008
IBEW 89	September 1, 2008
IBEW 768	May 1, 2008

The amount of your Accrued Benefit is the sum of 1 and 2 as follows:

- 1) Base Benefit: 1.3% of Final Average Pay x Years of Credited Service (maximum 30), plus
- 2) Excess Benefit (not less than \$0): 0.65% of Final Average Pay in excess of Social Security Covered Compensation x Years of Credited Service (maximum 30).

Your Accrued Benefit will not be reduced by Worker's Compensation payments if your Benefit Commencement Date is on or after June 1, 2015.

If you have worked for more than one union, your Years of Credited Service while you are a bargaining Employee eligible for a benefit under the CenturyLink Bargaining formula will be used in computing your benefit from the Plan determined under the formula described above. Any Years of Credited Service you complete while you are a bargaining Employee eligible for a benefit under the CenturyLink Non-Bargaining formula for Bargaining Employees will not be included in determining your benefit under the above formula but will instead be included in the formula applicable to CenturyLink Non-Bargaining formula for Bargaining Employees as previously described in this SPD.

Any Years of Credited Service you complete while you are a non-bargaining Employee covered by this Plan will not be included in determining your benefit under the above formula but will instead be included in the formula as described in the applicable Appendix.

## ■ **HOW THE NORMAL RETIREMENT BENEFIT FORMULA WORKS**

### **Example 1: Participant eligible for a benefit under the CenturyLink Non-Bargaining formula for Bargaining Employees** (pages 35-36).

You terminate on December 31, 2012 and retire at age 65 on January 1, 2013 after completing 5 Years of Credited Service. You were born in 1947 and your Final Average Pay is \$56,000. Your Social Security Covered Compensation (based on 2012 tables) is \$67,008. Your Normal Retirement Benefit is the sum of 1 and 2:

1. Base Benefit		
0.0050 x \$56,000 x 5	=	\$1,400.00
plus		
2. Excess Benefit (not less than \$0)		
0.0050 x (\$56,000 - \$67,008) x 5	=	<u>0.00</u>
Total Annual Pension Benefit	=	\$1,400.00
Total Monthly Pension Benefit	=	\$116.67

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see "How Your Benefit is Paid" in this Appendix 1).

### **Example 2: Participant eligible for a benefit under the CenturyLink Bargaining formula** (pages 36-37).

You terminate on December 31, 2012 and retire at age 65 on January 1, 2013 after completing 30 Years of Credited Service. You were born in 1947 and your Final Average Pay is \$68,000. Your Social Security Covered Compensation (based on 2012 tables) is \$67,008. Your Normal Retirement Benefit is the sum of 1 and 2:

1. Base Benefit		
0.013 x \$68,000 x 30	=	\$26,520.00
plus		
2. Excess Benefit (not less than \$0)		
0.0065 x (\$68,000 - \$67,008) x 30	=	<u>193.44</u>
Total Annual Pension Benefit	=	\$26,713.44
Total Monthly Pension Benefit	=	\$2,226.12

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see “How Your Benefit is Paid” in this Appendix 1).

Examples shown in this SPD solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your retirement will be personalized to you and based upon your birth date, compensation history, completed number of Years of Credited Service, the provisions of the Plan freezing benefits, the other provisions of the Plan, and the laws in effect when you retire.

## ■ EARLY RETIREMENT

You may want to retire before age 65. Your Early Retirement Date is the first day of any month coincident with or next following the date you reach age 55, complete at least 5 Years of Credited Service and terminate employment with the Company.

If you qualify and elect your benefits to begin before age 65, you are in effect electing the age 65 benefit you had accrued through your termination date to be paid over a longer period of time. To fund the longer period of payments, the Plan pays a percentage of the age 65 benefit based on your age when you retire. The following chart reflects the percentage of the age 65 benefit payable under the Early Retirement provision:

Retirement Age	Base Benefit Percentage	Excess Benefit Percentage*
65	100%	100%
64	100%	92%
63	100%	84%
62	100%	76%
61	95%	72%
60	90%	68%
59	84%	64%
58	78%	60%
57	72%	56%
56	66%	52%
55	60%	48%

\* Larger reductions are required by the IRS since this part of the calculation is meant to supplement Social Security normal retirement benefits.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7/12 of the difference between age 61 percentage and the age 62 percentage.

Your Early Retirement Benefit can be paid under the same options as those explained in “How Your Benefit Is Paid” in this Appendix 1.

Unless you (and your Spouse, if you are married) affirm consent in writing by the Retirement Kit application, to a distribution at your Early Retirement Date, benefit payments will not commence.

Under certain circumstances, it is possible that an additional adjustment to your benefit will be necessary. This adjustment is based on a complicated set of regulations issued by the Internal Revenue Service, and usually only applies to highly paid Participants. If you decide to retire early from the Employer and this adjustment applies to you, you will be informed at that time.

## ■ **HOW THE EARLY RETIREMENT BENEFIT FORMULA WORKS**

### **Example 1: Participant eligible for a benefit under the CenturyLink Non-Bargaining formula for Bargaining Employees** (pages 35-36).

You terminate on December 31, 2012 and retire at age 61 on January 1, 2013 after completing 5 Years of Credited Service. You were born in 1951 and your Final Average Pay is \$56,000. Your Social Security Covered Compensation (based on 2012 tables) is \$76,620. Your Early Retirement Benefit is determined based on the same formula as was described in “How The Benefit Formula Works” under Normal Retirement, and in “Accrued Benefit”, both in this Appendix 1, and then adjusted by the appropriate percentage of benefit from the table under “Early Retirement Benefit” in this Appendix 1.

1. Base Benefit		
0.0050 x \$56,000 x 5 x 0.95	=	\$1,330.00
plus		
2. Excess Benefit (not less than \$0)		
0.0050 x (\$56,000 - \$76,620) x 5 x 0.72	=	<u>0.00</u>
Total Annual Pension Benefit	=	\$1,330.00
Total Monthly Pension Benefit	=	\$110.83

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see “How Your Benefit is Paid” in this Appendix 1).

### **Example 2: Participant eligible for a benefit under the CenturyLink Bargaining formula** (pages 36-37).

You terminate on December 31, 2012 and retire at age 61 on January 1, 2013 after completing 25 Years of Credited Service. You were born in 1951 and your Final Average Pay is \$68,000. Your Social Security Covered Compensation (based on 2012 tables) is \$76,620. Your Early Retirement Benefit is determined based on the same formula as was described in “How The Benefit Formula Works” under Normal Retirement, and in “Accrued Benefit”, both in this Appendix 1, and then adjusted by the appropriate percentage of benefit from the table under “Early Retirement Benefit” in this Appendix 1.

1. Base Benefit		
	$0.013 \times \$68,000 \times 25 \times 0.95$	= \$20,995.00
plus		
2. Excess Benefit (not less than \$0)		
	$0.0065 \times (\$68,000 - \$76,620) \times 25 \times$	= <u>0.00</u>
Total Annual Pension Benefit		= \$20,995.00
Total Monthly Pension Benefit		= \$1,749.58

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see “How Your Benefit is Paid” in this Appendix 1).

Examples shown in this SPD solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your retirement will be personalized to you and based upon your birth date, compensation history, completed number of Years of Credited Service, the provisions of the Plan freezing benefits, the other provisions of the Plan, and the laws in effect when you retire.

## ■ **DEFERRED RETIREMENT**

If you work beyond your Normal Retirement Date, you will begin receiving your benefit on your Deferred Retirement Date. Your Deferred Retirement Date is the first day of any month coincident with or following your last day of employment. While you are actively employed by the Company, you may delay receipt of your Deferred Retirement benefit for as long as you wish (unless you are a five percent owner of the Company). The amount of your benefit will be equal to the greater of:

- Accrued Benefit at your last day of employment, or
- Accrued Benefit as of Normal Retirement Date, actuarially increased to your Annuity Starting Date.

Your Deferred Retirement benefit can be paid under the same options as those explained in “How Your Benefit Is Paid” in this Appendix 1.

## ■ **DISABILITY RETIREMENT**

Eligibility for a Disability Retirement benefit: Beginning January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date on or after January 1, 2012, you are considered to be “disabled” if you are determined to be disabled in accordance with the definition of “disability” in the CenturyLink Disability Plan (or other plan that provides long-term disability income benefits and that is sponsored by CenturyLink, Inc. or any of its subsidiaries or related companies (the “LTD Plan”).

The determination as to whether you meet the definition of “disability” under the LTD Plan is made by the CenturyLink Disability Plan Claims Administrator or its designee (the “Disability Plan Claims Administrator”). The Disability Plan Claims Administrator will, from time to time, ask you to furnish medical evidence showing that you continue to be disabled. This is to establish that you remain eligible for a Disability Retirement benefit under the Plan. You must provide this evidence on a timely basis when requested to avoid an interruption or termination of your benefit payments.

A Disability Retirement benefit is calculated the same as a Normal Retirement benefit.



1. If you have 10 or more Years of Vesting Service as of your disability date, the Disability Retirement benefit will be based on:
  - Your Years of Credited Service while you are on LTD through the earlier of (A) your retirement, (B) the date on which your eligibility for LTD ends, (C) if you've already commenced your benefit payments, the date the payments commenced, or (D) if payments have not commenced, the earlier of (1) December 31, 2015, if you are a non-bargaining Employee or (2) the "Effective Date" in the table below if you are a bargaining Employee.
  - Your Years of Vesting Service while you are on LTD through the earlier of (A) your retirement, (B) the date on which your eligibility for LTD ends, (C) if you've already commenced your benefit payments, the date the payments commenced, or (D) if payment has not commenced, the earlier of (1) December 31, 2015, if you are a non-bargaining Employee or (2) the "Effective Date" in the table below if you are a bargaining Employee.
  - Your Final Average Pay calculated with pay projected from your disability date while you are on LTD through the earlier of (A) your retirement, (B) the date on which your eligibility for LTD ends, (C) if you've already commenced your benefit payments, the date the payment commenced or (D) if payment has not commenced, the earlier of (1) December 31, 2015, if you are a non-bargaining Employee or (2) the date in the table below if you are a bargaining Employee. Your pay is projected based on your rate of pay in effect immediately prior to your disability.
  - Your Social Security Covered Compensation determined at your disability date.
  
2. If you have less than 10 Years of Vesting Service as of your disability date, the Disability Retirement benefit will be based on:
  - Your Years of Credited Service as of your disability date.
  - Your Final Average Pay calculated as of your disability date.
  - Your Social Security Covered Compensation determined at your disability date.
  - Your Years of Vesting Service while you are on LTD through the earlier of (A) your retirement, (B) the date on which your eligibility for LTD ends, (C) if you've already commenced your benefit payments, the date the payments commenced, or (D) if payment has not commenced, the earlier of (1) December 31, 2015, if you are a non-bargaining Employee or (2) the "Effective Date" in the table below if you are a bargaining Employee.

<b>Local Union</b>	<b>Effective Date</b>
CWA 3971, 3972, 3974	January 1, 2016
CWA 4370	January 1, 2016
CWA 4671	January 1, 2016
CWA 6171 Central	January 1, 2016
CWA 6171 Northwest	January 1, 2016
CWA 6301, 6310, 6311, 6312, 6373	January 1, 2016
CWA 7818	January 1, 2016
CWA 7906	January 1, 2016
IBEW 89	January 1, 2016
IBEW 257 (IBEW 257A)	July 1, 2016
IBEW 768	January 1, 2016
IBEW 1106	January 1, 2016

If you are eligible and choose to commence your Disability Retirement benefit prior to your Normal Retirement Date, you will receive a percentage of your Disability Retirement benefit as described under "Early Retirement" in this Appendix 1 - if you are otherwise eligible for an Early Retirement benefit.

Your Disability Retirement benefit can be paid under the same options as those explained under “How Your Benefit Is Paid”, except as a lump.

Your Disability Retirement benefit will not be reduced Worker’s Compensation payments if your Benefit Commencement Date is on or after June 1, 2015.

Under certain circumstances, it is possible that an additional adjustment to your benefit will be necessary. This adjustment is based on a complicated set of regulations issued by the Internal Revenue Service, and usually only applies to highly paid Participants. If you decide to retire early from the participating Employer and this adjustment applies to you, you will be informed at that time.

## ■ **WHAT HAPPENS WHEN YOU TERMINATE EMPLOYMENT**

If you have completed at least 5 Years of Vesting Service at the time of your termination of employment, you are vested and will be entitled to your Accrued Benefit at your Normal Retirement Date, if you are living at that time. You may elect to start receiving your Accrued Benefit as of the first day of any month following your Severance from Employment, if you are living on that date. Any payments beginning before your Normal Retirement Date will be reduced according to your age when benefit payments begin. You will receive the corresponding percentage of benefit listed below of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date to receive your benefits:

<b>Your Age When Benefits Begin</b>	<b>Percentage of Benefit You Receive*</b>	<b>Your Age When Benefits Begin</b>	<b>Percentage of Benefit You Receive*</b>
65	100%	44	12%
64	88%	43	11%
63	78%	42	10%
62	68%	41	9%
61	61%	40	8%
60	54%	39	7%
59	48%	38	6%
58	43%	37	6%
57	38%	36	6%
56	34%	35	6%
55	30%	34	6%
54	27%	33	6%
53	25%	32	6%
52	23%	31	6%
51	21%	30	6%
50	19%	29	6%
49	17%	28	6%
48	16%	27	6%
47	15%	26	6%
46	14%	25	6%
45	13%		

\* If you are a former Alascom or North-West employee, your benefit is reduced according to an alternative method.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7/12 of the difference between the age 61 percentage and the age 62 percentage.

If you receive your Accrued Benefit at either your Early Retirement Date or your Normal Retirement Date, your Accrued Benefit can be paid under the same options as those explained under “How Your Benefit Is Paid” in this Appendix 1.

If you were not vested before your Break-in-Service, the benefit you have accrued is not yours and will be forfeited by you and remain in the Plan. If you are later reemployed, you may recover some or all of your prior service for vesting purposes as explained under “A Break-In-Service Can Affect Your Benefit” in this Appendix 1.

## ■ **SPOUSE AND DEATH BENEFITS**

### **Spouse Benefits**

- In the event of your death while **actively employed** and before you start receiving benefits under the Plan, a benefit will be paid to your surviving Eligible Spouse. You must be vested at the time of your death. If you die and do not have a Spouse, the Plan does not pay a pension benefit.
- If you die **after terminating employment and before you start receiving benefits** under the Plan, a benefit will be paid to your Eligible Spouse only if you were vested when you terminated. If you die and do not have a Spouse, the Plan does not pay a pension benefit.
- If you die **after you have started receiving pension payments** from the Plan, a benefit will be paid according to the form of payment you elected for your pension payments.
- No pension benefit from the Plan is paid to a non-Spouse, except for the \$500 Death Benefit described below. This means if you die and do not have a Spouse, the Plan does not pay a pension benefit.

The Eligible Spouse's benefit will be an annuity for the life of your Eligible Spouse equal to the amount payable to the survivor under a 50% Qualified Joint and Survivor Annuity (see "How Your Benefit is Paid" in this Appendix 1). The Eligible Spouse's benefit will be paid as of the earliest day you could have retired and received a benefit had you lived.

1. If you are 55 or over and have at least 5 Years of Credited Service at your death:
  - Your surviving Eligible Spouse can commence payment on the first of the month coincident with your date of death.
  - If your surviving Eligible Spouse elects commencement of his or her benefit prior to your Normal Retirement Date, your Normal Retirement Benefit is reduced according to the Early Reduction Factors used for the Early Retirement Benefit.
2. If you are actively working at your death and have at least 30 Years of Vesting Service and at least 5 Years of Credited Service:
  - Your surviving Eligible Spouse can commence payment on the first of the month coincident with your date of death.
  - If your surviving Eligible Spouse elects commencement of his or her benefit prior to your Normal Retirement Date, your Normal Retirement Benefit is reduced according to the Early Reduction Factors used for the Early Retirement Benefit.
  - If you are less than age 55 at the time of your death, the Early Reduction Factor for age 55 will be used.
3. If you are less than 55 at the time of your death and have at least 5 Years of Credited Service or if you die while actively working and have more than 5 Years of Credited Service but less than 30 Years of Vesting Service:
  - Your surviving Eligible Spouse can commence payment the first of the month coincident or following your date of death.
  - If your surviving Eligible Spouse elects commencement of his or her benefit prior to your Normal Retirement Date, your Normal Retirement Benefit is reduced according to the reduction factors listed under "What Happens When You Terminate Employment" in this Appendix 1.

The Eligible Spouse benefit is paid as a Single Life Annuity or a Lump Sum described under "How Your Benefit is Paid" in this Appendix 1.

### **Death Benefit**

If you are vested and you die before your Annuity Starting Date, there is an additional one-time payment of \$500 payable to your named Beneficiary on your death. This one-time payment to your named Beneficiary

is also available in the event of your death while actively employed before you are vested. If you have not named a Beneficiary as of your date of death the \$500 will be payable to your Spouse, child(ren) or estate, in that order.

## ■ **WHEN YOUR BENEFIT IS PAID**

Benefit payments are paid on the 1st business day of the month for the current month. For details on how to request commencement of your benefit, see “Applying for a Plan Benefit” in Section 4.

## ■ **HOW YOUR BENEFIT IS PAID**

You have several choices as to how your benefit is paid. Although the total actuarial value of your benefit will be the same, the monthly amount will differ according to the method of payment you choose.

- If you are married as of the commencement date of your benefit: Your benefit will automatically be paid as a 50% Qualified Joint and Survivor Annuity, unless you choose an optional form of payment from the list below. The 50% Qualified Joint and Survivor Annuity provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Spouse upon your death for your Spouse’s life. Your monthly benefit is actuarially reduced for the cost of this annuity based on your age and the age of your Spouse on your Annuity Starting Date. If you (1) elect an option less than 50% of your benefit to your Spouse, or (2) designate someone other than your Spouse as your Beneficiary, your Spouse must consent in writing to the non-Spouse Beneficiary elected, and your Spouse’s signature must be witnessed by a Notary Public. If your Spouse predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.
- If you are not married as of the commencement date of your benefit: Your benefit will automatically be paid as a Single Life Annuity, unless you choose an optional form of payment from the list below.

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

The form of payment must be elected in writing before you receive your first monthly pension payment. In accordance with IRS regulations, this election cannot be made more than 180 days prior or less than 30 days (which can be waived) to your Annuity Starting Date (see “Definitions” in Section 7). Changes in the form of payment can be made up to your Annuity Starting Date. However, once payments begin you may not change your payment election as your election is irrevocable.

1. Single Life Annuity — This option provides a monthly payment to you during your lifetime. Payments end upon your death (no benefit is payable to anyone upon your death).
2. 50% Joint and Survivor Annuity — This option provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary’s life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.
3. 75% Joint and Survivor Annuity — This option provides a reduced monthly payment for your lifetime with 75% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary’s life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If your Beneficiary is not your Spouse, the Beneficiary’s survivor annuity shall be reduced to reflect any adjustment required under the Internal Revenue Code to ensure

your annuity is not less than 50% of the Single Life Annuity, meaning this option may not be available (for example, if your Beneficiary is a child).

4. 100% Joint and Survivor Annuity — This option provides a reduced monthly payment for your lifetime with 100% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If your Beneficiary is not your Spouse, the Beneficiary's survivor annuity shall be reduced to reflect any adjustment required under the Internal Revenue Code to ensure your annuity is not less than 50% of the Single Life Annuity, meaning this option may not be available (for example, if your Beneficiary is a child).
5. 10-Year Certain and Life Annuity — This option provides a reduced monthly payment for your lifetime with the guarantee that if you die before 10 years (120 months) of payments have been made, your Beneficiary will receive the same benefit that you were receiving until pension payments made to you and your Beneficiary equal 10 years of payments. Your monthly benefit will be actuarially reduced for the cost of this option based on your age on your Benefit Commencement Date. If you die after you have received 10 years (120 months) of annuity payments, no pension benefit is payable to your Beneficiary.
6. Early Retirement Annuity Option — A monthly benefit payable to you for your lifetime. The monthly payments paid to you before either age 62 or age 65, as selected by you are increased by a temporary supplement. Payments made after age 62 or age 65, are reduced (in some instances, benefit amounts may be reduced to zero at age 65) so as to provide approximately equal payments throughout when combined with Social Security. This option is available only if you elect Early Retirement.
7. Lump Sum —
  - a. If the Actuarial Equivalent present value of your benefit is less than \$1,000 at the time of the distribution and you do not make a timely election to roll it over, the benefit will be paid directly to you. This lump sum payment is subject to mandatory withholding.
  - b. If the Actuarial Equivalent of your vested Accrued Benefit is more than \$1,000 but not more than \$5,000 at the time of the distribution, and a timely election to roll your distribution over is not made, the benefit will automatically be rolled over to an individual retirement plan designated by the Committee.
  - c. Effective October 1, 2019, if the Actuarial Equivalent of your vested Accrued Benefit is more than \$5,000 at the time of the distribution, you may elect to receive your vested Accrued Benefit in a lump sum payment at any time. You may elect the lump sum payment to be rolled over or paid to you directly.

Actuarial Equivalent means a method of payment that has equal value according to actuarial tables which take into account life expectancy, interest rates, and other factors.

If prior to your death you properly elected to receive a 75% or 100% Joint and Survivor Annuity form of payment, and you die before your Annuity Starting Date, then your designated Beneficiary will be entitled to a benefit based on the form of Joint and Survivor Annuity elected instead of the Spouse Benefit described on page 44.

If you die before your Annuity Starting Date, but on or after your Severance from Employment with CenturyLink, Inc., and before your death you made a valid election to take the lump sum option described above, the lump sum distribution will be paid to your designated Beneficiary. If you have not designated a Beneficiary or your designated Beneficiary does not survive you, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void.

# Appendix 2

## CenturyLink Retirement Component for Non-Bargaining Employees

Refer to pages 6-8 to determine if Appendix 2 applies to you.

### ■ **ELIGIBLE EMPLOYEES**

Eligible Employees are individuals who are eligible to participate in the Plan. To be an Eligible Employee:

- 1) you must be an Employee who is employed by CenturyLink or an Affiliate that is a participating Employer in the Plan (each, an “Employer”); and
- 2) you are not covered by a collective bargaining agreement; and
- 3) you are not a “casual employee” as categorized by the Employer’s personnel policies, including workers who are on call, have no regular established work week and no fixed days or hours of work; and
- 4) you are not a temporary Employee hired specifically to fill temporary or occasional needs; and
- 5) you are not an Employee of the following Affiliates: (1) Century Marketing Solutions, LLC; (2) CenturyTel Interactive Company; (3) CenturyTel Security Systems, Inc.; CenturyTel Holdings, Inc.; or (5) CenturyTel Investments of Texas, Inc.; and
- 6) you are not a non-resident alien; and
- 7) after May 23, 2016, you are not categorized in the Company’s payroll system as a Project Based Employee.

You are not an Eligible Employee if you are (a) a leased employee or (b) an independent contractor, even if a court or administrative agency determines that you are a common law employee and not an independent contractor.

However, no employee will become an Eligible Employee if his or her employment begins after December 31, 2010, except if the employee is a “Grandfathered Represented Employee (that is, covered by a collective bargaining agreement that (i) expressly provides for inclusion of the Employee as a Participant and (ii) sets forth a Retirement Allowance to be provided to such Participants).

### ■ **PARTICIPATION**

Non-bargaining Employees hired **prior to** January 1, 2011 became Participants in the Plan if the following criteria were met:

- Be an Eligible Employee
- Completed 1 year of Eligibility Service

Employees became participants on the first day of the Eligibility Computation Period in which the above requirements are met (i.e., the participation date is retroactive once the Participant meets the requirements.)

## ■ **WHY SERVICE IS IMPORTANT**

### **Accrued Benefit**

The amount of your pension benefit, among other things, is determined on the basis of how many Years of Credited Service you completed with a participating Employer. For more information, see “Accrued Benefit” later in this Appendix 2.

### **Vesting in Accrued Benefit**

Your right to your Accrued Benefit is determined on the basis of your vested status under the Plan. Your vested status is determined by the number of Years of Vesting Service you have completed with your participating Employer. As a general rule, all of your Years of Vesting Service with the participating Employer must be taken into consideration for purposes of determining your vesting percentage. There are some exceptions, however, which are covered in “A Break-In-Service Can Affect Your Benefit” later in this Appendix 2.

## ■ **WHAT VESTING IS ALL ABOUT**

“Vesting” means your right to all or a portion of the benefit you have earned during your Years of Vesting Service. If you should terminate employment for any reason other than disability or retirement, you are vested in the benefit you have earned during your Years of Vesting Service according to the following schedule:

<b>Years of Vesting Service</b>	<b>Vesting Percentage</b>
Less than 5 years	0%
5 years or more	100%

Depending on employment history, there are exceptions where employees with less than 5 Years of Vesting Service may be 100% vested. You are also 100% vested at your Normal Retirement Age, if you are employed by the Company on that date, regardless of your Years of Vesting Service.

## ■ **HOW YOUR YEARS OF SERVICE ARE DETERMINED**

### **Years of Vesting Service:**

A Year of Vesting Service is a Computation Period (Employment Year or Plan Year, as applicable) during which you complete 1,000 or more Hours of Service. For purposes of vesting, you will be entitled to receive service credit for certain periods during which you are disabled. Hours of Service completed for any Affiliate will be counted from the date the business became an Affiliate or an earlier date approved by CenturyLink and announced to you. Your Years of Vesting Service includes all your service with CenturyLink, Inc. and CenturyTel, Inc.

As a general rule, all of your service must be taken into consideration for purposes of determining your vesting percentage. There are some exceptions, however, which are covered in “A Break-In-Service Can Affect Your Benefit” later in this Appendix 2.



## Years of Credited Service:

- For service before December 31, 1998 (applies only to former employees of Pacific Telecom, Inc.): You receive credit for one full Year of Credited Service for each Computation Period during which you complete 2,080 or more Hours of Service. If you have fewer than 2,080 Hours of Service in a Computation Period, you will receive a fraction of a Year of Credited Service determined by dividing your Hours of Service by 2,080.
- For service after December 31, 1998: You receive credit for one full Year of Credited Service for each Plan Year during which you complete 1,000 or more Hours of Service. If you complete less than 1,000 Hours of Service, you receive no credit toward Years of Credited Service.
- For service in the 1998 Transition Year: You receive credit for a pro-rated Year of Credited Service for the short period which begins with the anniversary of your date of hire and ends on December 31, 1998, if you complete a pro-rated portion of 1,000 Hours of Service by December 31, 1998. Your pro-rated credited service for the Computation Period beginning in 1998 is determined by multiplying the number of calendar days between your employment anniversary date and December 31, 1998 times 2.7 and dividing by 1,000.

## Transfer

If you transfer to a CenturyLink company that is not a participating Employer under this Plan, your service for that company will continue to count for purposes of participation, vesting and retirement eligibility, but you will earn no additional Years of Credited Service under this Plan. However, your Final Average Pay for benefit computation purposes will be determined as of your final termination date).

**Exception for Employees represented by IBEW 1106:** the Final Average Pay used to calculate your Accrued Benefit will be determined at the earlier of your termination of employment or June 30, 2022. Please note that transferring to an Affiliate is not a termination of employment.

## ■ A BREAK-IN-SERVICE CAN AFFECT YOUR BENEFIT

If you complete less than 501 Hours of Service during a Plan Year, you will incur a One-Year Break-in-Service for the Plan Year. If you complete more than 500 but less than 1,000 Hours of Service during a Plan Year, you will not incur a One-Year Break-in-Service, but neither will you receive credit for a Year of Vesting Service, nor will you earn a Year of Credited Service for your Accrued Benefit.

Generally, you do not get credit for service for the Plan Year in which you have a Break-in-Service. However, an absence because of military duty, layoff, or an approved leave of absence of not more than one year will not be considered a Break-in-Service if you return to work for a participating Employer when your absence ends.

## Parental Leave

If you are absent from work because of pregnancy, birth of your child, adoption of your child, or caring for your child during the period immediately after birth or adoption, you may be credited with up to 501 Hours of Service in order to avoid a Break-in-Service. These hours will be credited only so that you may avoid a Break-in-Service for this period. They will not count in determining your Accrued Benefit.

## Vesting on Reemployment

If you leave employment and are later rehired, your Years of Vesting Service prior to leaving employment will be credited to you if:

- You are vested at the time of your last date of termination of employment, or
- Your consecutive Breaks-in-Service are not more than your number of Years of Vesting Service at the time you left, provided you had a least one (1) Year of Vesting Service preceding your Break-in-Service.

If you do not meet either of these conditions when you are rehired, you will be treated as a new employee, and your rehire date will establish a new Employment Year.

## ■ **ACCRUED BENEFIT**

Your Accrued Benefit is the actual retirement benefit that you have earned as of any given date prior to your Normal Retirement Date. Your Accrued Benefit is payable to you at your Normal Retirement Date. For details on how your Accrued Benefit is calculated, see “Normal Retirement Benefit.” However, should your benefit commence early, this amount will be reduced for early commencement of benefits. For more about early commencement of benefits, see “Early Retirement”.

## ■ **NORMAL RETIREMENT BENEFIT**

Your Normal Retirement Date is the first day of the month coinciding with or next following your 65th birthday.

When you reach your Normal Retirement Date, you must begin to receive your Normal Retirement Benefit as long as you have terminated employment with the Company. Your Normal Retirement Benefit is payable as a monthly benefit beginning the first of the month following or coincident with your Normal Retirement Date. “How Your Benefit Is Paid” explains the optional forms of payment for receiving your benefit.

To apply for a pension benefit, follow the instructions in, “Applying for a Benefit” under Section 4. The following terms and information are used to calculate your benefit.

### **Compensation**

Compensation means all amounts actually paid to or for your benefit during a calendar month while you are actively employed. These amounts include all earnings reportable on tax form W-2 (except as listed below), including lump sum payments made in lieu of base salary increases and any salary deferral contributions to Company-sponsored 401(k) savings or cafeteria (flexible benefit) plans.

During periods of reduced compensation because of illness, disability or leave of absence, Compensation shall be figured at the last regular rate before the start of the reduced Compensation Period.

Compensation excludes (among other items):

- Overtime;
- Imputed income from expense reimbursements or fringe benefits;
- Prizes and awards (such as employee recognition awards and safety awards);
- Payment for termination of employment (such as retirement bonuses, disability benefits and severance pay); and
- Long-term incentive compensation (such as stock options, restricted stock and appreciation rights).

Eligible Compensation is limited by law and adjusted each year in accordance with federal regulations. For 2010, eligible Compensation is limited to \$245,000.

### **Monthly Compensation**

Monthly Compensation means the actual Compensation paid to or for your benefit during a calendar month.

### **Final Average Pay**

Final Average Pay is your average Monthly Compensation over the 60 consecutive calendar months (5 years) of highest Monthly Compensation you earn during your last 120 calendar months (10 years) of

employment. Your month of hire and your month of termination are counted as full calendar months for purposes of determining the last 120 full calendar months. If your employment term is less than 60 months when you retire, the actual average of all your Compensation will be used. If you were an original CenturyLink employee at the time CenturyLink acquired PTI, only your Compensation from January 1, 1999 (the date you became eligible to participate in this Plan) forward will be used to determine your Final Average Pay. Final Average Pay used to calculate your Accrued Benefit will be determined at the earlier of your termination of employment or December 31, 2010.

### **CenturyLink Non-Bargaining formula**

This formula is for employees not covered by a collective bargaining agreement and hired prior to January 1, 2011. The amount of your Accrued Benefit is the sum of 1 and 2, as follows:

- 1) Years prior to 1999 (applies only to former employees of Pacific Telecom, Inc.):

Base Benefit:  $1.3\% \times \text{Final Average Pay} \times \text{Years of Credited Service as of December 31, 1998}$  (maximum 30)

plus

Excess Benefit (not less than \$0):  $0.65\% \times \text{Final Average Pay in excess of Social Security Covered Compensation} \times \text{Years of Credited Service as of December 31, 1998}$  (maximum 30)

plus

- 2) Years after 1998 (applies to all participants):

Base Benefit:  $0.50\% \times \text{Final Average Pay} \times \text{Years of Credited Service accrued after December 31, 1998}$  (maximum 30, first taking into account Years of Credited Service under item 1 above, if applicable)

plus

Excess Benefit (not less than \$0):  $0.50\% \times \text{Final Average Pay in excess of Social Security Covered Compensation} \times \text{Benefit Years accrued after December 31, 1998}$  (maximum 30, first taking into account Benefit Years under 1 above, if applicable)

The Plan provides for a minimum annual benefit at Normal Retirement of \$650. This minimum benefit amount may not apply if you have accrued a retirement benefit under a Constituent (Hourly, Salaried or Ohio) Plan and shall not apply if you became an Eligible Employee after December 31, 2008.

Except as provided below under Transition Benefit, the Accrued Benefit of all non-bargaining Employees is frozen at the level accrued as of December 31, 2010. The Social Security Covered Compensation table from the year 2010 is used for CenturyLink non-bargaining Employees with termination dates after December 31, 2010.

Your Accrued Benefit will not be reduced by Worker's Compensation payments if your Benefit Commencement Date is on or after June 1, 2015.

Your Years of Credited Service while you are a non-bargaining Employee covered by this Plan will be used in computing your benefit from the Plan determined under the formula described above. Any Years of Credited Service that you complete while you are a bargaining Employee will not be included in determining your benefit under the above formula but will instead be included in the formula applicable to bargaining Employees and described in the applicable Appendix. Years of Credited Service after December 31, 2010 will not be included in determining the amount of your Accrued Benefit.

**Transition Benefit** – You receive a 4% per year increase to your Accrued Benefit as of December 31, 2010 until the earlier of December 31, 2015 or your termination of employment. This is calculated as 1.04 raised to the power of a fraction. The numerator of the fraction is the number of months between January 1, 2011 and the earlier of December 31, 2015 or your termination of employment, and the denominator is

12. If you work one day in a month, you will receive the Transition Benefit for that month. Only non-bargaining participants accruing a benefit under the CenturyLink Non-Bargaining formula as of December 31, 2010 will receive the Transition Benefit.

Former North-West and Contel participants have a minimum benefit calculation based on a prior plan formula. Certain employees have additional grandfathered benefits.

## ■ **HOW THE NORMAL RETIREMENT BENEFIT FORMULA WORKS**

### **Example: CenturyLink non-bargaining participant at December 31, 2010.**

You terminate on December 31, 2012 and retire at age 65 on January 1, 2013 after completing 29 Years of Credited Service (17 Years of Credited Service as of December 31, 1998 and 12 additional years of Credited Service as of December 31, 2010). You were born in 1947 and your Final Average Pay is \$78,000. Your Social Security Covered Compensation (based on 2010 tables) is \$67,008. Your Normal Retirement Benefit is the sum of 1 and 2:

1. Benefit to December 31, 1998 (17 Years of Credited Service)

Base Benefit:		
$0.013 \times \$78,000 \times 17$	=	\$17,238.00

plus

Excess Benefit (not less than \$0):		
$0.0065 \times (\$78,000 - \$67,008) \times 17$	=	\$1,214.62

plus

2. Benefit after December 31, 1998 (12 Years of Credited Service)

Base Benefit:		
$0.0050 \times \$78,000 \times 12$	=	\$4,680.00

plus

Excess Benefit (not less than \$0):		
$0.0050 \times (\$78,000 - \$67,008) \times 12$	=	<u>659.52</u>

Annual Pension Benefit (sum of 1 and 2)	=	\$23,792.14
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Pension Benefit	=	\$1,982.68
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**Transition Benefit:** The Transition Benefit is 4% per year from January 1, 2011 through December 31, 2012 (24 months), calculated as 1.04 raised to (24/12) and equal to 1.0816.

Total Annual Pension Benefit: \$23,792.14 x	=	\$25,733.58
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Total Monthly Pension Benefit	=	\$2,144.47
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This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see "How Your Benefit is Paid").

Examples shown in this SPD solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your retirement will be personalized to you and based upon your birth date, compensation history, completed number of Years of Credited Service, the provisions of the Plan freezing benefits, the other provisions of the Plan, and the laws in effect when you retire.

## ■ **EARLY RETIREMENT**

You may want to retire before age 65. Your Early Retirement Date is the first day of any month coincident with or next following the date you reach age 55, complete at least 5 Years of Credited Service and terminate employment with the Company.

If you qualify and elect your benefits to begin before age 65, you are in effect electing the age 65 benefit you had accrued through your termination date to be paid over a longer period of time. To fund the longer period of payments, the Plan pays a percentage of the age 65 benefit based on your age when you retire. The following chart reflects the percentage of the age 65 benefit payable under the Early Retirement provision:

<b>Retirement Age</b>	<b>Base Benefit Percentage</b>	<b>Excess Benefit</b>
65	100%	100%
64	100%	92%
63	100%	84%
62	100%	76%
61	95%	72%
60	90%	68%
59	84%	64%
58	78%	60%
57	72%	56%
56	66%	52%
55	60%	48%

\* Larger reductions are required by the IRS since this part of the calculation is meant to supplement Social Security normal retirement benefits.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7/12 of the difference between age 61 percentage and the age 62 percentage.

Your Early Retirement Benefit can be paid under the same options as those explained in “How Your Benefit Is Paid.”

Unless you (and your Spouse, if you are married) affirm consent in writing by Retirement Kit application to a distribution at your Early Retirement Date, benefit payments will not commence.

Under certain circumstances, it is possible that an additional adjustment to your benefit will be necessary. This adjustment is based on a complicated set of regulations issued by the Internal Revenue Service, and usually only applies to highly paid Participants. If you decide to retire early from the Employer and this adjustment applies to you, you will be informed at that time.

## ■ HOW THE EARLY RETIREMENT BENEFIT FORMULA WORKS

### Example: CenturyLink non-bargaining participant at December 31, 2010.

You terminate on December 31, 2012 and retire at age 61 on January 1, 2013 after completing 25 Years of Credited Service (13 Years of Credited Service as of December 31, 1998 and 12 additional years of Credited Service as of December 31, 2010). You were born in 1951 and your Final Average Pay is \$78,000. Your Social Security Covered Compensation (based on 2010 tables) is \$76,044. Your Early Retirement Benefit is determined based on the same formula as was described in “How the Benefit Formula Works” under Normal Retirement, and in “Accrued Benefit”, and then adjusted by the appropriate percentage of benefit from the table under “Early Retirement Benefit.”

#### 1. Benefit to December 31, 1998 (13 Years of Credited Service)

Base Benefit:		
$0.013 \times \$78,000 \times 13 \times 0.95$	=	\$12,522.90

plus

Excess Benefit (not less than \$0): $0.0065 \times (\$78,000 - \$76,044) \times 13 \times 0.72$	=	119.00
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plus

#### 2. Benefit after December 31, 1998 (12 Years of Credited Service)

Base Benefit:		
$0.0050 \times \$78,000 \times 12 \times 0.95$	=	4,446.00

plus

Excess Benefit (not less than \$0): $.0050 \times (\$78,000 - \$76,044) \times 12 \times 0.72$	=	<u>84.50</u>
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Annual Pension Benefit (sum of 1 and 2)	=	\$17,172.40
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Pension Benefit	=	\$1,431.03
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**Transition Benefit:** The Transition Benefit is 4% per year from January 1, 2011 through December 31, 2012 (24 months), calculated as 1.04 raised to (24/12) and equal to 1.0816.

Total Annual Pension Benefit: $\$17,172.40 \times 1.0816$	=	\$18,573.67
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Total Monthly Pension Benefit	=	\$1,547.81
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This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see “How Your Benefit is Paid”).

Examples shown in this SPD solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your retirement will be personalized to you and based upon your birth date, compensation history, completed number of Years of Credited Service, the provisions of the Plan freezing benefits, the other provisions of the Plan, and the laws in effect when you retire.

## ■ **DEFERRED RETIREMENT**

If you work beyond your Normal Retirement Date, you will begin receiving your benefit on your Deferred Retirement Date. Your Deferred Retirement Date will be the first day of any month coincident with or following your last day of employment. While you are actively employed by the Company, you may delay receipt of your Deferred Retirement benefit for as long as you wish (unless you are a five percent owner of the Company).

If your Normal Retirement Date is before January 1, 2011, the amount of your benefit will be equal to the greater of:

- Accrued Benefit at your last day of employment or December 31, 2010, whichever is earlier, x Transition Benefit, or
- Accrued Benefit as of Normal Retirement Date actuarially increased to your Annuity Starting Date.

If your Normal Retirement Date is after December 31, 2010, the amount of your benefit will be equal to the greater of:

- Accrued Benefit at your last day of employment or December 31, 2010, whichever is earlier, x Transition Benefit, or
- Accrued Benefit at December 31, 2010 x Transition Benefit to Normal Retirement Date (or December 31, 2015 if earlier), then actuarially increased to your Annuity Starting Date.

Your Deferred Retirement benefit can be paid under the same options as those explained in "How Your Benefit Is Paid."

## ■ **DISABILITY RETIREMENT**

Eligibility for a Disability Retirement benefit: Beginning January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date on or after January 1, 2012, you are considered to be "disabled" if you are determined to be disabled in accordance with the definition of "disability" in the CenturyLink Disability Plan (or other plan that provides long-term disability income benefits and that is sponsored by CenturyLink, Inc. or any of its subsidiaries or related companies (the "LTD Plan").

The determination as to whether you meet the definition of "disability" under the LTD Plan is made by the CenturyLink Disability Plan Claims Administrator or its designee (the "Disability Plan Claims Administrator"). The Disability Plan Claims Administrator will, from time to time, ask you to furnish medical evidence showing that you continue to be disabled. This is to establish that you remain eligible for a Disability Retirement benefit under the Plan. You must provide this evidence on a timely basis when requested to avoid an interruption or termination of your benefit payments.

A Disability Retirement benefit is calculated the same as a Normal Retirement benefit.

- 1) If you have 10 or more Years of Vesting Service as of your disability date, the Disability Retirement benefit will be based on:

- Your Years of Credited Service while you are on LTD through the earlier of (A) your retirement, (B) the date on which your eligibility for LTD ends, (C) if you've already commenced your benefit payments, the date the payments commenced, or (D) December 31, 2015, if payment has not commenced.
  - Your Years of Vesting Service while you are on LTD through the earlier of (A) your retirement, (B) the date on which your eligibility for LTD ends, (C) if you've already commenced your benefit payments, the date the payments commenced, or (D) December 31, 2015, if payment has not commenced.
  - Your Final Average Pay calculated with pay projected from your disability date while you are on LTD through the earlier of (A) your retirement, (B) the date on which your eligibility for LTD ends, (C) if you've already commenced your benefit payments, the date the payment commenced or (D) December 31, 2015, if payment has not commenced. Your pay is projected based on your rate of pay in effect immediately prior to your disability.
  - Your Social Security Covered Compensation determined at your disability date or December 31, 2010 if earlier.
  - The Transition Benefit through the earlier of (A) your retirement, (B) the date as of which your eligibility for LTD ends, (C) if you've already commenced your benefit payments, the date the payments commenced, or (D) December 31, 2015, if payment has not commenced.
- 2) If you have less than 10 Years of Vesting Service as of your disability date, the Disability Retirement benefit will be based on:
- Your Years of Credited Service as of your disability date or December 31, 2010 if earlier.
  - Your Final Average Pay calculated as of your disability date or December 31, 2010 if earlier.
  - Your Social Security Covered Compensation determined at your disability date.

Your Years of Vesting Service while you are on LTD through the earlier of (A) your retirement, (B) the date on which your eligibility for LTD ends, (C) if you've already commenced your benefit payments, the date the payments commenced, or (D) December 31, 2015, if payment has not commenced.

If you are eligible and choose to commence your Disability Retirement benefit prior to your Normal Retirement Date, you will receive a percentage of your Disability Retirement benefit as described in "Early Retirement" if you are otherwise eligible for an Early Retirement benefit.

Your Disability Retirement benefit can be paid under the same options as those explained in "How Your Benefit Is Paid" except as a lump sum.

Your Disability Retirement benefit will not be reduced by Worker's Compensation payments if your Benefit Commencement Date is on or after June 1, 2015.

Under certain circumstances, it is possible that an additional adjustment to your benefit will be necessary. This adjustment is based on a complicated set of regulations issued by the Internal Revenue Service, and usually only applies to highly paid Participants. If you decide to retire early from the participating Employer and this adjustment applies to you, you will be informed at that time.

## ■ **WHAT HAPPENS WHEN YOU TERMINATE EMPLOYMENT**

If you have completed at least 5 Years of Vesting Service at the time of your termination of employment, you are vested and will be entitled to your Accrued Benefit at your Normal Retirement Date, if you are living at that time. You may elect to start receiving your Accrued Benefit as of the first day of any month following your Severance from Employment, if you are living on that date. Any payments beginning before your Normal Retirement Date will be reduced according to your age when benefit payments begin. You will receive the corresponding percentage of benefit listed below of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date to receive your benefits:



Your Age When Benefits Begin	Percentage of Benefit You Receive*	Your Age When Benefits Begin	Percentage of Benefit You Receive*
65	100%	44	12%
64	88%	43	11%
63	78%	42	10%
62	68%	41	9%
61	61%	40	8%
60	54%	39	7%
59	48%	38	6%
58	43%	37	6%
57	38%	36	6%
56	34%	35	6%
55	30%	34	6%
54	27%	33	6%
53	25%	32	6%
52	23%	31	6%
51	21%	30	6%
50	19%	29	6%
49	17%	28	6%
48	16%	27	6%
47	15%	26	6%
46	14%	25	6%
45	13%		

\* If you are a former Alascom or North-West employee, your benefit is reduced according to an alternative method.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7/12 of the difference between the age 61 percentage and the age 62 percentage.

If you receive your Accrued Benefit at either your Early Retirement Date or your Normal Retirement Date, your Accrued Benefit can be paid under the same options as those explained in "How Your Benefit Is Paid."

If you were not vested before your Break-in-Service, the benefit you have accrued is not yours and will be forfeited by you and remain in the Plan. If you are later reemployed, you may recover some or all of your prior service for vesting purposes as explained in "A Break-in-Service Can Affect Your Benefit."

## ■ **SPOUSE AND DEATH BENEFITS**

### **Spouse Benefit**

- In the event of your death while **actively employed** and before you start receiving benefits under the Plan, a benefit will be paid to your surviving Eligible Spouse. You must be vested at the time of your death. If you die and do not have a Spouse, the Plan does not pay a pension benefit.
- If you die **after terminating employment and before you start receiving benefits** under the Plan, a benefit will be paid to your Eligible Spouse only if you were vested when you terminated. If you die and do not have a Spouse, the Plan does not pay a pension benefit.

- If you die **after you have started receiving pension payments** from the Plan, a benefit will be paid according to the form of payment you elected for your pension payments.
- No pension benefit from the Plan is paid to a non-Spouse, except for the \$500 Death Benefit described below. This means if you die and do not have a Spouse, the Plan does not pay a pension benefit.

The Eligible Spouse's benefit will be an annuity for their life equal to the amount payable to the survivor under a 50% Qualified Joint and Survivor Annuity (see "How Your Benefit is Paid"). The Eligible Spouse's benefit will be paid as of the earliest day you could have retired and received a benefit had you lived.

1. If you are 55 or over and have at least 5 Years of Credited Service at your death:
  - Your surviving Eligible Spouse can commence payment on the first of the month coincident with your date of death.
  - If your surviving Eligible Spouse elects commencement of his or her benefit prior to your Normal Retirement Date, your Normal Retirement Benefit is reduced according to the Early Reduction Factors used for the Early Retirement Benefit.
2. If you are actively working at your death and have at least 30 Years of Vesting Service and at least 5 Years of Credited Service:
  - Your surviving Eligible Spouse can commence payment on the first of the month coincident with your date of death.
  - If your surviving Eligible Spouse elects commencement of his or her benefit prior to your Normal Retirement Date, your Normal Retirement Benefit is reduced according to the Early Reduction Factors used for the Early Retirement Benefit.
  - If you are less than age 55 at the time of your death, you are assumed to be age 55.
3. If you are less than 55 at the time of your death and have at least 5 Years of Credited Service or if you die while actively working and have more than 5 Years of Credited Service but less than 30 Years of Vesting Service:
  - Your surviving Eligible Spouse can commence payment the first of the month coincident or following when you would have attained age 55.
  - If your surviving Eligible Spouse elects commencement of his or her benefit prior to your Normal Retirement Date, your Normal Retirement Benefit is reduced according to the reduction factors listed in "What Happens When You Terminate Employment".

The Eligible Spouse benefit is paid as a Single Life Annuity or a Lump Sum described in "How Your Benefit is Paid" in this Appendix 2.

### **Death Benefit**

If you are vested and you die before your Annuity Starting Date, there is an additional one-time payment of \$500 payable to your named Beneficiary on your death. This one-time payment to your named Beneficiary is also available in the event of your death while actively employed before you are vested. If you have not named a Beneficiary as of your date of death the \$500 will be payable to your Spouse, child(ren) or estate, in that order.

## **■ WHEN YOUR BENEFIT IS PAID**

Benefit payments are paid on the 1st business day of the month for the current month. For details on how to request commencement of your benefit, see Section 4, "Applying for a Plan Benefit."

## **■ HOW YOUR BENEFIT IS PAID**

You have several choices as to how your benefit is paid. Although the total actuarial value of your benefit will be the same, the monthly amount will differ according to the method of payment you choose.

If you are married as of the commencement date of your benefit: Your benefit will automatically be paid as a 50% Qualified Joint and Survivor Annuity, unless you choose an optional form of payment from the list below. The 50% Qualified Joint and Survivor Annuity provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Spouse upon your death for your Spouse's life. Your monthly benefit is actuarially reduced for the cost of this annuity based on your age and the age of your Spouse on your Annuity Starting Date. If you (1) elect an option less than 50% of your benefit to your Spouse, or (2) designate someone other than your Spouse as your Beneficiary, your Spouse must consent in writing to the non-Spouse Beneficiary elected, and your Spouse's signature must be witnessed by a Notary Public. If your Spouse predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.

If you are not married as of the commencement date of your benefit: Your benefit will automatically be paid as a Single Life Annuity, unless you choose an optional form of payment from the list below.

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

The form of payment must be elected in writing before you receive your first monthly pension payment. In accordance with IRS regulations, this election cannot be made more than 180 days prior or less than 30 days (which can be waived) to your Annuity Starting Date (see "Definitions" in Section 7 of this SPD). Changes in the form of payment can be made up to your Annuity Starting Date. However, once payments begin you may not change your payment election as your election is irrevocable.

1. Single Life Annuity — This option provides a monthly payment to you during your lifetime. Payments end upon your death (no benefit is payable to anyone upon your death).
2. 50% Joint and Survivor Annuity — This option provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.
3. 75% Joint and Survivor Annuity — This option provides a reduced monthly payment for your lifetime with 75% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If your Beneficiary is not your Spouse, the Beneficiary's survivor annuity shall be reduced to reflect any adjustment required under the Internal Revenue Code to ensure your annuity is not less than 50% of the Single Life Annuity, meaning this option may not be available (for example, if your Beneficiary is a child).
4. 100% Joint and Survivor Annuity — This option provides a reduced monthly payment for your lifetime with 100% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If your Beneficiary is not your Spouse, the Beneficiary's survivor annuity shall be reduced to reflect any adjustment required under the Internal Revenue Code to ensure your annuity is not less than 50% of the Single Life Annuity, meaning this option may not be available (for example, if your Beneficiary is a child).
5. 10-Year Certain and Life Annuity — This option provides a reduced monthly payment for your lifetime with the guarantee that if you die before 10 years (120 months) of payments have been made, your Beneficiary will receive the same benefit that you were receiving until pension payments made to you

and your Beneficiary equal 10 years of payments. Your monthly benefit will be actuarially reduced for the cost of this option based on your age on your Benefit Commencement Date. If you die after you have received 10 years (120 months) of annuity payments, no pension benefit is payable to your Beneficiary.

6. Early Retirement Annuity Option— A monthly benefit payable to you for your lifetime. The monthly payments paid to you before either age 62 or age 65, as selected by you are increased by a temporary supplement. Payments made after age 62 or age 65, are reduced (in some instances, benefit amounts may be reduced to zero at age 65) so as to provide approximately equal payments throughout when combined with Social Security. This option is available only if you elect Early Retirement.
7. Lump Sum—
- If the Actuarial Equivalent present value of your benefit is less than \$1,000 at the time of the distribution and you do not make a timely election to roll it over, the benefit will be paid directly to you. This lump sum payment is subject to mandatory withholding.
  - If the Actuarial Equivalent of your vested Accrued Benefit is more than \$1,000 but not more than \$5,000 at the time of the distribution, and a timely election to roll your distribution over is not made, the benefit will automatically be rolled over to an individual retirement plan designated by the Committee.
  - Effective October 1, 2019, if the Actuarial Equivalent of your vested Accrued Benefit is more than \$5,000 at the time of the distribution, you may elect to receive your vested Accrued Benefit in a lump sum payment at any time. You may elect the lump sum payment to be rolled over or paid to you directly.

Actuarial Equivalent means a method of payment that has equal value according to actuarial tables which take into account life expectancy, interest rates, and other factors.

If prior to your death you properly elected to receive a 75% or 100% Joint and Survivor Annuity form of payment, and you die before your Annuity Starting Date, then your designated Beneficiary will be entitled to a benefit based on the form of Joint and Survivor Annuity elected instead of the Spouse Benefit described on page 57-58.

If you die before your Annuity Starting Date, but on or after your Severance from Employment with CenturyLink, Inc., and before your death you made a valid election to take the lump sum option described above, the lump sum distribution will be paid to your designated Beneficiary. If you have not designated a Beneficiary or your designated Beneficiary does not survive you, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void.

# Appendix 3

## Salaried Plan Portion of the CenturyLink Retirement Component

Refer to pages 6-8 to determine if Appendix 3 applies to you.

### ■ **ELIGIBLE EMPLOYEES**

Eligible Employees are individuals who are eligible to participate in the Plan. Any Employee who met the requirements for participation under the Prior Salaried Plan at December 31, 2006 is an Eligible Employee.

There are no new Eligible Employees in the Salaried Plan Portion of the CenturyLink Retirement Component (“Salaried Plan”) after December 31, 2006.

### ■ **PARTICIPATION**

Employees who were Participants in the Prior Salaried Plan at December 31, 2006 will continue to be Participants in the Salaried Plan for all benefits accrued prior to January 1, 2007.

There are no new Participants in the Salaried Plan after December 31, 2006.

### ■ **WHY SERVICE IS IMPORTANT**

#### **Accrued Benefit**

The amount of your pension benefit, among other things, is determined on the basis of how many Years of Credited Service you completed with a participating Employer. For more information, see “Accrued Benefit” later in this Appendix 3.

#### **Vesting in Accrued Benefit**

Your right to an Accrued Benefit is determined on the basis of your vested status under the Plan. Your vested status is determined by the number of Years of Vesting Service you have completed with your participating Employer. As a general rule, all of your Years of Vesting Service with the participating Employer must be taken into consideration for purposes of determining your vesting percentage. There are some exceptions, however, which are covered in “A Break-In-Service Can Affect Your Benefit.”

### ■ **WHAT VESTING IS ALL ABOUT**

“Vesting” means your right to all or a portion of the benefit you have earned during your Years of Vesting Service. If you should terminate employment for any reason other than disability or retirement, you are vested in the benefit you have earned during your Years of Vesting Service according to the following schedule:

Years of Vesting Service	Vesting Percentage
Less than 5 years	0%
5 years or more	100%

If you were an Eligible Employee in the Prior Salaried Plan at December 31, 2006, you are 100% vested in your Accrued Benefit under the Salaried Plan.

Depending on employment history, there are other exceptions where employees with less than 5 Years of Vesting Service may be 100% vested. You also are 100% vested when you attain your Normal Retirement Age, if you are employed by the Company on that date, regardless of your Years of Vesting Service.

## ■ **HOW YOUR YEARS OF SERVICE ARE DETERMINED**

### **Years of Vesting Service**

A Year of Vesting Service is a Computation Period (Employment Year or Plan Year, as applicable) during which you complete 1,000 or more Hours of Service. For purposes of vesting, you will be entitled to receive service credit for certain periods during which you are disabled. If you have fewer than 1,000 Hours of Service in a Computation Period, you will receive a fraction of a Year of Vesting Service determined by dividing your Hours of Service by 1,000. Hours of Service completed for any Affiliate will be counted from the date the business became an Affiliate or an earlier date approved by CenturyLink and announced to you.

As a general rule, all of your service must be taken into consideration for purposes of determining your vesting percentage. There are some exceptions, however, which are covered in “A Break-In-Service Can Affect Your Benefit.”

### **Years of Credited Service**

You receive credit for one full Year of Credited Service for each Computation Period during which you complete 2,080 or more Hours of Service. If you have fewer than 2,080 Hours of Service in a Computation Period, you will receive a fraction of a Year of Credited Service determined by dividing your Hours of Service by 2,080.

Credited Service completed for any Affiliate will be counted from the date the business became an Affiliate or an earlier date approved by CenturyLink and announced to you.

Credited Service used to determine your Salaried Plan benefit does not include any Years of Credited Service earned after December 31, 2006.

### **Transfer**

If you transfer to a CenturyLink company that is not a participating Employer under this Plan, your service for that company will continue to count for purposes of participation, vesting and retirement eligibility, but you will earn no additional Years of Credited Service under this Plan. However, your Final Average Pay for benefit computation purposes will be determined as of your final termination date. **Exception for Employees represented by IBEW 1106:** the Final Average Pay used to calculate your Accrued Benefit will be determined at the earlier of your termination of employment or June 30, 2022. Please note that transferring to an Affiliate is not a termination of employment.

## ■ **A BREAK-IN-SERVICE CAN AFFECT YOUR BENEFIT**

Effective January 1, 2007, if you complete less than 501 Hours of Service during a Plan Year, you will incur a One-Year Break-in-Service for the Plan Year. If you complete more than 500 but less than 1,000 Hours of Service during a Plan Year, you will not incur a One-Year Break-in-Service, but neither will you receive credit for a Year of Vesting Service, nor will you earn a Year of Credited Service for your Accrued Benefit.

Generally, you do not get credit for service for the Plan Year in which you have a Break-in-Service. However, an absence because of military duty, layoff, or an approved leave of absence of not more than one year will not be considered a Break-in-Service if you return to work for a participating Employer when your absence ends.

### **Parental Leave**

If you are absent from work because of pregnancy, birth of your child, adoption of your child, or caring for your child during the period immediately after birth or adoption, you may be credited with up to 501 Hours of Service in order to avoid a Break-in-Service. These hours will be credited only so that you may avoid a Break-in-Service for this period. They will not count in determining your Accrued Benefit.

### **Vesting on Reemployment**

If you leave employment and are later rehired, your Years of Vesting Service prior to leaving employment will be credited to you if:

- a) You are vested at the time of your last date of termination of employment, or
- b) Your consecutive Breaks-in-Service are not more than your number of Years of Vesting Service at the time you left, provided you had a least one (1) Year of Vesting Service preceding your Break-in-Service.

If you do not meet either of these conditions when you are rehired, you will be treated as a new employee, and your rehire date will establish a new Employment Year.

## ■ **ACCRUED BENEFIT**

Your Accrued Benefit is the actual retirement benefit that you have earned as of any given date prior to your Normal Retirement Date. Your Accrued Benefit is payable to you at your Normal Retirement Date. For details on how your Accrued Benefit is calculated, see “Normal Retirement Benefit.” However, should your benefit commence early, this amount will be reduced for early commencement of benefits. For more about early commencement of benefits, see “Early Retirement.”

This Appendix 3 describes your Accrued Benefit as of 12/31/2006. Any benefit accrued after 12/31/2006 is accrued under the CenturyLink non-bargaining formula in Appendix 2, unless a subsequent transfer occurred.

## ■ **NORMAL RETIREMENT BENEFIT**

Your Normal Retirement Date is the first day of the month coinciding with or next following your 65th birthday.

When you reach your Normal Retirement Date, you must begin to receive your Normal Retirement Benefit as long as you have terminated employment with the Company. Your Normal Retirement Benefit is payable as a monthly benefit beginning the first of the month following or coincident with your Normal Retirement Date. “How Your Benefit Is Paid” explains the optional forms of payment for receiving your benefit.

To apply for a pension benefit, follow the instructions in Section 4, “Applying for a Benefit.” The following terms and information are used to calculate your benefit.

### **Monthly Compensation**

Prior to January 1, 2007, Monthly Compensation means your highest monthly base rate of compensation for a calendar month. On or after January 1, 2007, Monthly Compensation means all amounts actually paid to or for your benefit during a calendar month while you are actively employed.

These amounts include all earnings reportable on tax form W-2 (except as listed below), including lump sum payments made in lieu of base salary increases and any salary deferral contributions to Company-sponsored 401(k) savings or cafeteria (flexible benefit) plans.

During periods of reduced compensation because of illness, disability or leave of absence, compensation shall be figured at the last regular rate before the start of the reduced Compensation Period.

Monthly Compensation excludes (among other items):

- Overtime;
- Imputed income from expense reimbursements or fringe benefits;
- Prizes and awards (such as employee recognition awards and safety rewards);
- Payment for termination of employment (such as retirement bonuses, disability benefits and severance pay); and
- Long-term incentive compensation (such as stock options, restricted stock and appreciation rights).

Eligible compensation is limited by law and adjusted each year in accordance with federal regulations. For 2010 and 2011, eligible compensation is limited to \$245,000.

### **Average Annual Compensation**

Average Annual Compensation is twelve times the average of your Monthly Compensation over the 60 consecutive calendar months (5 years) of highest Monthly Compensation you earn during your employment. If your employment term is less than 60 months when you retire, the actual average of all your compensation will be used. If you are a "Transferred Employee" under the terms of an applicable purchase agreement, compensation under the terms of your prior plans will be used.

If you were a non-bargaining Employee on December 31, 2010, Monthly Compensation after December 31, 2010 shall not be included.

If you were a bargaining Employee on December 31, 2010, Monthly Compensation after the earlier of your date of termination, date of transfer to a non-bargaining position and December 31, 2011 shall not be included.

**Social Security Integration Level:** The Social Security Integration Level is the taxable wage base in effect as of the beginning of a Plan Year. The taxable wage base represents the maximum amount of earnings in any calendar year that may be considered wages for Social Security purposes. The taxable wage base for 2007 is \$97,500. The Salaried Plan provides benefits in a different amount based on compensation in excess of the Social Security Integration Level; this disparity in the benefits provided is meant to coordinate the level of benefits in the Salaried Plan with your Social Security retirement benefits.

### **Salaried Plan Formula**

This formula is for Employees who were Participants in the Prior Salaried Plan on December 31, 2006. The amount of your Accrued Benefit is the greater of 1 or 2, based upon Years of Credited Service through December 31, 2006, as follows:

1. Base Benefit:  
1.15% x Average Annual Compensation up to the Social Security Integration Level x Years of Credited Service as of December 31, 2006,  
  
Plus  
  
Excess Benefit (not less than \$0):  
1.45% x Average Annual Compensation in excess of Social Security Integration Level x Years of Credited Service as of December 31, 2006.



OR

2.  $1.35\% \times \text{Average Annual Compensation} \times \text{Years of Credited Service as of December 31, 2006}$ .

If you were a non-bargaining Employee on December 31, 2010, the Social Security Integration Level is based on December 31, 2010. Except as provided under Transition Benefit, the Accrued Benefit of all non-bargaining Employees is frozen at the level accrued as of December 31, 2010.

If you were a bargaining Employee on December 31, 2010, the Social Security Integration Level is based on the earlier of your date of termination, date of transfer to a non-bargaining position and December 31, 2011.

Your Accrued Benefit will not be reduced by Worker's Compensation payments if your Benefit Commencement Date is on or after June 1, 2015.

**Transition Benefit** – You receive a 4% per year increase to your Accrued Benefit as of December 31, 2010 until the earlier of December 31, 2015 or your termination of employment. This is calculated as 1.04 raised to the power of a fraction. The numerator of the fraction is the number of months between January 1, 2011 and the earlier of December 31, 2015 or your termination of employment, and the denominator is 12. If you work one day in a month, you will receive the Transition Benefit for that month. Only non-bargaining Employees accruing a benefit under the CenturyLink Non-Bargaining formula as of December 31, 2010 will receive the Transition Benefit.

**Minimum Benefit** – The Plan provides for a minimum annual benefit at Normal Retirement based on your Years of Credited Service at December 31, 2006. If you were eligible to commence your benefit at December 31, 2006, your minimum benefit is calculated according to the table below. If you were not eligible to commence your benefit at December 31, 2006, the minimum benefit in the table below will be adjusted.

**Years of Credited Service at December 31, 2006**

<b>At least</b>	<b>But Less Than</b>	<b>Minimum Annual Benefit*</b>
15	20	\$ 4,350
20	25	\$ 5,650
25	30	\$ 6,950
30	35	\$ 8,250
35	40	\$ 9,950
40		\$10,850

\* For those participants eligible to receive the Transition Benefit as described previously under Transition Benefit, the Minimum Annual Benefit is also increased by the Transition Benefit.

**Transferred Employee:** If you were formerly an employee of a GTE or Verizon company, and became an employee of the CenturyTel system by reason of an acquisition of a GTE or Verizon entity by CenturyTel, certain special rules may apply to you, as follows:

- If you had combined years of age and Years of Credited Service of at least 76, and you had at least 15 Years of Credited Service and you were age 55 or older as of December 31, 1999, your Normal Retirement Age under the Salaried Plan is age 55.
- Certain incentive compensation payments included as compensation under the GTE/Verizon plan will be included in the definition of Monthly Compensation under the Salaried Plan.

You will receive service credit for all purposes under the Salaried Plan for service credited under the GTE/Verizon plan if you were a "Transferred Employee" and entitled to such service credit under the terms

of an applicable purchase agreement. Notwithstanding the preceding sentence, you will not receive such service credit for benefit accrual purposes under the Salaried Plan unless you were a Participant in the Salaried Plan as of the acquisition date and only if there was a transfer of benefit assets and liabilities to the Salaried Plan on your behalf from a GTE/Verizon plan.

## ■ **HOW THE NORMAL RETIREMENT BENEFIT FORMULA WORKS**

**Example 1:** You terminate on December 31, 2012 and retire at age 65 on January 1, 2013 after completing 25 Years of Credited Service under the Prior Salaried Plan as of December 31, 2006. You were a non-bargaining Participant at December 31, 2010. You were born in 1947 and your Average Annual Compensation at December 31, 2010 is \$78,000. Your Social Security Integration Level for 2010 is \$61,884. Your Salaried Plan Normal Retirement Benefit is the greater of 1 or 2, plus the Transitional Benefit:

1. Base Benefit		
.0115 x \$78,000 x 25	=	\$22,425.00
plus		
Excess Benefit (not less than \$0)		
0.0145 x (\$78,000 - \$61,884) x 25	=	<u>5,842.05</u>
Total Benefit under 1	=	\$28,267.05
OR		
2. .00135 x \$78,000 x 25	=	\$26,325.00
Annual Pension Benefit (Greater of 1 and 2)	=	\$28,267.05
Monthly Pension Benefit	=	\$2,355.59

**Transition Benefit:** The Transition Benefit is 4% per year from January 1, 2011 through December 31, 2012 (24 months), calculated as 1.04 raised to (24/12) and equal to 1.0816.

Total Annual Pension Benefit: \$28,267.05 x 1.0816	=	\$30,573.64
Total Monthly Pension Benefit	=	\$2,547.80

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see "How Your Benefit is Paid").

The benefit for your Years of Credited Service after December 31, 2006 is determined under CenturyLink Non-Bargaining formula in Appendix 2.

**Example 2:** You terminate on December 31, 2012 and retire at age 65 on January 1, 2013 after completing 18 Years of Credited Service under the Prior Salaried Plan as of December 31, 2006. You were a bargaining participant at December 31, 2010. You were born in 1947 and your Average Annual Compensation at December 31, 2011 is \$85,000. Your Social Security Integration Level for 2011 is \$64,464. The Transition Benefit does not apply. Your Salaried Plan Normal Retirement Benefit is the greater of 1 or 2:

1. Base Benefit

0.0115 x \$85,000 x 18	=	\$17,595.00
Plus		
Excess Benefit (not less than \$0)		
0.0145 x (\$85,000 - \$64,464) x 18	=	<u>5,359.90</u>
Total Benefit under 1	=	\$22,954.90

OR

2. 0.0135 x \$85,000 x 18	=	\$20,655.00
Total Annual Pension Benefit (Greater of 1 and 2)	=	\$22,954.90
Total Monthly Pension Benefit	=	\$1,912.91

This monthly benefit amount is based on a single life annuity payment form, and will be different if an optional payment form is selected (see "How Your Benefit is Paid").

Examples shown in this SPD solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your retirement will be personalized to you and based upon your birth date, compensation history, completed number of Years of Credited Service, the provisions of the Plan freezing benefits, the other provisions of the Plan, and the laws in effect when you retire.

■ **EARLY RETIREMENT**

You may want to retire before age 65. Your Early Retirement Date is the first day of any month after you have completed at least 15 Years of Credited Service, your combined years of age and Years of Credited Service are at least 76 as of your termination date and you terminate employment with the Company.

If you qualify and elect your benefits to begin before age 65, you are in effect electing the age 65 benefit you had accrued through your termination date to be paid over a longer period of time. To fund the longer period of payments, the Plan pays a percentage of the age 65 benefit based on your age when you retire. The following chart reflects the percentage of the age 65 benefit payable under the Early Retirement provision:

Retirement Age	Benefit Percentage
55 and over	100%
54	97%
53	94%
52	91%
51	88%
50	85%
49 and under	82%

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 51 years and 7 months you will receive the age 51 percentage plus 7/12 of the difference between the age 51 percentage and the age 52 percentage.

Your Early Retirement Benefit can be paid under the same options as those explained in “How Your Benefit Is Paid.”

Unless you (and your Spouse, if you are married) affirm consent in writing by Retirement Kit application a distribution at your Early Retirement Date, benefit payments will not commence.

Under certain circumstances, it is possible that an additional adjustment to your benefit will be necessary. This adjustment is based on a complicated set of regulations issued by the Internal Revenue Service, and usually only applies to highly paid Participants. If you decide to retire early from the Employer and this adjustment applies to you, you will be informed at that time.

## ■ **HOW THE EARLY RETIREMENT BENEFIT FORMULA WORKS**

**Example 1:** You terminate on December 31, 2012 and retire at age 53 on January 1, 2013 after completing 20 Years of Credited Service under the Prior Salaried Plan as of December 31, 2006. You were a non-bargaining Participant at December 31, 2010. You were born in 1959 and your Average Annual Compensation at December 31, 2010 is \$73,000. Your Social Security Integration Level for 2010 is \$61,884. Your Early Retirement Benefit is determined based on the same formula as was described in “How the Benefit Formula Works” under Normal Retirement, and in “Accrued Benefit”, and then adjusted by the appropriate percentage of benefit from the table under “Early Retirement Benefit.”

1. Base Benefit		
0.0115 x \$73,000 x 20 x 0.94	=	\$15,782.60
Plus		
Excess Benefit (not less than \$0)		
0.0145 x (\$73,000 - \$61,884) x 20 x 0.94	=	<u>\$3,030.22</u>
Total Benefit under 1	=	\$18,812.82
OR		
2. 0.0135 x \$73,000 x 20 x 0.94	=	\$18,527.40
Annual Pension Benefit (Greater of 1 and 2)	=	\$18,812.82
Monthly Pension Benefit	=	\$1,567.74

**Transition Benefit:** The Transition Benefit is 4% per year from January 1, 2011 through December 31, 2012 (24 months), calculated as 1.04 raised to (24/12) and equal to 1.0816.

Total Annual Pension Benefit: \$18,812.82 x 1.0816	=	\$20,347.95
Total Monthly Pension Benefit	=	\$1,695.66

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see “How Your Benefit is Paid”).

The benefit for your Years of Credited Service after December 31, 2006 is determined under the benefit for CenturyLink Non-Bargaining formula in Appendix 2.

**Example 2:** You terminate on December 31, 2012 and retire at age 50 on January 1, 2013 after completing 22 Years of Credited Service under the Prior Salaried Plan as of December 31, 2006. You were a bargaining Participant at December 31, 2010. You were born in 1962 and your Average Annual Compensation at December 31, 2011 is \$85,000. Your Social Security Integration Level for 2011 is \$64,464. The Transition Benefit does not apply. Your Early Retirement Benefit is determined based on the same formula as was described in “How the Benefit Formula Works” under Normal Retirement, and in “Accrued Benefit”, and then adjusted by the appropriate percentage of benefit from the table in “Early Retirement Benefit.”

1. Base Benefit		
0.0115 x \$85,000 x 22 x 0.85	=	\$18,279.25
plus		
Excess Benefit (not less than \$0)		
0.0145 x (\$85,000 - \$64,464) x 22 x 0.85	=	<u>\$5,568.34</u>
Total Benefit under 1	=	\$23,847.59
OR		
2. 0.0135 x \$85,000 x 22 x 0.85	=	\$21,458.25
Total Annual Pension Benefit (Greater of 1 and 2)	=	\$23,847.59
Total Monthly Pension Benefit	=	\$1,987.30

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see “How Your Benefit is Paid”).

Examples shown in this SPD solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your retirement will be personalized to you and based upon your birth date, compensation history, completed number of Years of Credited Service, the provisions of the Plan freezing benefits, the other provisions of the Plan, and the laws in effect when you retire.

■ **DEFERRED RETIREMENT**

If you work beyond your Normal Retirement Date, you will begin receiving your benefit on your Deferred Retirement Date. Your Deferred Retirement Date is the first day of any month coincident with or following your last day of employment. While you are actively employed by the Company, you may delay receipt of your Deferred Retirement benefit for as long as you wish (unless you are a five percent owner of the Company).

If you were a bargaining Employee on December 31, 2010, the amount of your benefit will be equal to the greater of:

- Accrued Benefit at your last day of employment, or
- Accrued Benefit as of Normal Retirement Date, actuarially increased to your Annuity Starting Date.

If you were a non-bargaining Employee on December 31, 2010 and your Normal Retirement Date is before January 1, 2011, the amount of your benefit will be equal to the greater of:

- Accrued Benefit at your last day of employment or December 31, 2010, whichever is earlier, x Transition Benefit, or
- Accrued Benefit as of Normal Retirement Date actuarially increased to your Annuity Starting Date.

If you were a non-bargaining Employee on December 31, 2010 and your Normal Retirement Date is after December 31, 2010, the amount of your benefit will be equal to the greater of:

- Accrued Benefit at your day of employment or December 31, 2010, whichever is earlier, x Transition Benefit, or
- Accrued Benefit at December 31, 2010 x Transition Benefit to Normal Retirement Date (or December 31, 2015 if earlier), then actuarially increased to your Annuity Starting Date  
your Deferred Retirement benefit can be paid under the same options as those explained in “How Your Benefit Is Paid.”

## ■ **DISABILITY RETIREMENT**

Eligibility for a Disability Retirement benefit: Beginning January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date on or after January 1, 2012, you are considered to be “disabled” if you are determined to be disabled in accordance with the definition of “disability” in the CenturyLink Disability Plan (or other plan that provides long-term disability income benefits and that is sponsored by CenturyLink, Inc. or any of its subsidiaries or related companies (the “LTD Plan”)).

The determination as to whether you meet the definition of “disability” under the LTD Plan is made by the CenturyLink Disability Plan Claims Administrator or its designee (the “Disability Plan Claims Administrator”). The Disability Plan Claims Administrator will, from time to time, ask you to furnish medical evidence showing that you continue to be disabled. This is to establish that you remain eligible for a Disability Retirement benefit under the Plan. You must provide this evidence on a timely basis when requested to avoid an interruption or termination of your benefit payments.

A Disability Retirement benefit is calculated the same as a Normal Retirement benefit.

If you have 15 or more Years of Credited Service as of your disability date, the Disability Retirement benefit includes:

- 1) Years of Credited Service as of the earlier of (a) the date on which your LTD benefit payments end or (b) December 31, 2006,
- 2) Average Annual Compensation calculated with pay projected from your disability date while you are on LTD through the earlier of (a) the date on which your LTD coverage ends or (b) December 31, 2011 (December 31, 2010 if you were a non-bargaining Employee on such date). Your pay is projected based on your rate of pay in effect immediately prior to your disability.
- 3) Social Security Integration Level determined as of the date of disability. However, if you were a non-bargaining Employee on December 31, 2010, the Social Security Integration Level is determined as of the earlier of (a) date of disability or (b) December 31, 2010.

If you were a non-bargaining Employee or receiving a benefit from the LTD Plan on December 31, 2010, your Salaried Disability Retirement benefit will include the Transition Benefit through the earlier of (a) the date on which your LTD benefit payments end or (b) December 31, 2015.

If you have 15 or more Years of Credited Service and meet the requirements for Early Retirement, you may choose to commence your Disability Retirement benefit prior to your Normal Retirement

Date. Your Disability Retirement benefit will be computed in the same manner as your Normal Retirement Benefit, without reduction for early commencement of benefit payments.

Your Disability Retirement benefit can be paid under the same options as those explained in “How Your Benefit Is Paid” except as a lump sum.

Your Disability Retirement benefit will not be reduced by Worker’s Compensation payments if your Benefit Commencement Date is on or after June 1, 2015.

Under certain circumstances, it is possible that an additional adjustment to your benefit will be necessary. This adjustment is based on a complicated set of regulations issued by the Internal Revenue Service, and usually only applies to highly paid Participants. If you decide to retire early from the participating Employer and this adjustment applies to you, you will be informed at that time.

## ■ **WHAT HAPPENS WHEN YOU TERMINATE EMPLOYMENT**

If you terminate employment and are vested, you will be entitled to your Accrued Benefit at your Normal Retirement Date, if you are living at that time. You may elect to start receiving your Accrued Benefit as of the first day of any month following the month of your Severance from Employment, if you are living on that date. Any payments beginning before your Normal Retirement Date will be reduced according to your age when benefit payments begin. You will receive the corresponding percentage of benefit listed below of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date to receive your benefits (shown at sample ages):

<b>Your Age When Benefits Begin</b>	<b>Percentage of Benefit You Receive*</b>	<b>Your Age When Benefits Begin</b>	<b>Percentage of Benefit You Receive*</b>
65	100%	41	13.6%
64	93.3%	40	12.7%
63	86.7%	39	11.8%
62	80.0%	38	11.0%
61	73.3%	37	10.3%
60	66.7%	36	9.7%
59	61.7%	35	9.0%
58	56.7%	34	8.4%
57	51.7%	33	7.9%
56	46.7%	32	7.4%
55	41.7%	31	6.9%
54	38.3%	30	6.5%
53	35.0%	29	6.1%
52	31.7%	28	5.7%
51	28.4%	27	5.4%
50	26.3%	26	5.0%
49	24.3%	25	4.7%
48	22.5%	24	4.4%
47	20.9%	23	4.2%
46	19.4%	22	3.9%
45	18.0%	21	3.7%
44	16.8%	20	3.5%
43	15.6%	19	3.3%
42	14.6%	18	3.1%

\* If you have completed at least 15 Years of Credited Service and your age in years plus your Years of Credited Service are at least 76 at your termination of employment, you may elect to start receiving your Accrued Benefit immediately. The reduction factors for Early Retirement will apply (see the Early Retirement section in this Appendix 3).

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7/12 of the difference between the age 61 percentage and the age 62 percentage.

If you receive your Accrued Benefit at either your Early Retirement Date or your Normal Retirement Date, your Accrued Benefit can be paid under the same options as those explained in “How Your Benefit Is Paid.”

If you were not vested before your Break-in-Service, the benefit you have accrued is not yours and will be forfeited by you and remain in the Plan. If you are later reemployed, you may recover some or all of your prior service for vesting purposes as explained under “A Break-in-Service Can Affect Your Benefit.”

## ■ **DEATH BENEFITS**

In the event of your death while actively employed and before you start receiving benefits under the Plan, a benefit will be paid to your surviving Eligible Spouse. You must be vested at the time of your death. If you die after terminating employment and before you start receiving benefits under the Plan, the benefit will be paid to your Eligible Spouse only if you were vested when you terminated. No pension benefit from the Plan is paid to a non-Spouse.

The Eligible Spouse’s benefit will be an annuity for the life of your Eligible Spouse equal to the amount payable to the survivor under a 50% Qualified Joint and Survivor Annuity (see “How Your Benefit is Paid”). Except as provided below, the Eligible Spouse’s benefit will be paid as of the later of your Normal Retirement Date or the first of the month coincident with or next following your date of death.

1. If you are actively working at your death and are eligible for Early Retirement at your death:
  - Your surviving Eligible Spouse can commence payment on the first of any month following your date of death
  - If your surviving Eligible Spouse elects commencement of his or her benefit prior to your Normal Retirement Date, your Normal Retirement Benefit is unreduced.
2. If you are not actively working at the time of your death but are Deferred Vested Retirement eligible and meet the criteria for early commencement:
  - Your surviving Eligible Spouse can commence payment of his or her benefit prior to your Normal Retirement Date.
  - If your surviving Eligible Spouse elects commencement of his or her benefit prior to your Normal Retirement Date, your Normal Retirement Benefit is reduced according to the percentages shown in the table in “What Happens When You Terminate Employment.”

The Eligible Spouse benefit is paid as a Single Life Annuity or a Lump Sum described in “How Your Benefit is Paid” in this Appendix 3.

## ■ **WHEN YOUR BENEFIT IS PAID**

Benefit payments are paid on the 1st business day of the month for the current month. For details on how to request commencement of your benefit, see Section 4, “Applying for a Plan Benefit.”



## ■ **HOW YOUR BENEFIT IS PAID**

You have several choices as to how your benefit is paid. Although the total actuarial value of your benefit will be the same, the monthly amount will differ according to the method of payment you choose.

If you are married as of the commencement date of your benefit: Your benefit will automatically be paid as a 50% Qualified Joint and Survivor Annuity, unless you choose an optional form of payment from the list below. The 50% Qualified Joint and Survivor Annuity provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Spouse upon your death for your Spouse's life. Your monthly benefit is actuarially reduced for the cost of this annuity based on your age and the age of your Spouse on your Annuity Starting Date. If you (1) elect an option less than 50% of your benefit to your Spouse, or (2) designate someone other than your Spouse as your Beneficiary, your Spouse must consent in writing to the non-Spouse Beneficiary elected, and your Spouse's signature must be witnessed by a Notary Public. If your Spouse predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.

If you are not married as of the commencement date of your benefit: Your benefit will automatically be paid as a Single Life Annuity, unless you choose an optional form of payment from the list below.

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

The form of payment must be elected in writing before you receive your first monthly pension payment. In accordance with IRS regulations, this election cannot be made more than 180 days prior or less than 30 days (which can be waived) to your Annuity Starting Date (see Section 7, "Definitions"). Changes in the form of payment can be made up to your Annuity Starting Date. However, once payments begin you may not change your payment election as your election is irrevocable.

1. **Single Life Annuity** — This option provides a monthly payment to you during your lifetime. Payments end upon your death (no benefit is payable to anyone upon your death).
2. **50% Joint and Survivor Annuity** — This option provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.
3. **75% Joint and Survivor Annuity** — This option provides a reduced monthly payment for your lifetime with 75% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If your Beneficiary is not your Spouse, the Beneficiary's survivor annuity shall be reduced to reflect any adjustment required under the Internal Revenue Code to ensure your annuity is not less than 50% of the Single Life Annuity, meaning this option may not be available. (for example, if your Beneficiary is a child).
4. **100% Joint and Survivor Annuity** — This option provides a reduced monthly payment for your lifetime with 100% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If your Beneficiary is not your Spouse, the Beneficiary's survivor annuity shall be reduced to reflect any adjustment required under the Internal Revenue Code to ensure your annuity is not less than 50% of the Single Life Annuity, meaning this option may not be available. (for example, if your Beneficiary is a child).

5. 10-Year Certain and Life Annuity— This option provides a reduced monthly payment for your lifetime with the guarantee that if you die before 10 years (120 months) of payments have been made, your Beneficiary will receive the same benefit that you were receiving until pension payments made to you and your Beneficiary equal 10 years of payments. Your monthly benefit will be actuarially reduced for the cost of this option based on your age on your Benefit Commencement Date. If you die after you have received 10 years (120 months) of annuity payments, no pension benefit is payable to your Beneficiary.
6. Lump Sum—
  - a) If the Actuarial Equivalent present value of your benefit is less than \$1,000 at the time of the distribution and you do not make a timely election to roll it over, the benefit will be paid directly to you. This lump sum payment is subject to mandatory withholding.
  - b) If the Actuarial Equivalent of your vested Accrued Benefit is more than \$1,000 but not more than \$5,000 at the time of the distribution, and a timely election to roll your distribution over is not made, the benefit will automatically be rolled over to an individual retirement plan designated by the Committee.
  - c) Effective October 1, 2019, if the Actuarial Equivalent of your vested Accrued Benefit is more than \$5,000 at the time of the distribution, you may elect to receive your vested Accrued Benefit in a lump sum payment at any time. You may elect the lump sum payment to be rolled over or paid to you directly.

Actuarial Equivalent means a method of payment that has equal value according to actuarial tables which take into account life expectancy, interest rates, and other factors.

If prior to your death you properly elected to receive a 75% or 100% Joint and Survivor Annuity form of payment, and you die before your Annuity Starting Date, then your designated Beneficiary will be entitled to a benefit based on the form of Joint and Survivor Annuity elected instead of the Spouse's Death Benefit described on page 72.

If you die before your Annuity Starting Date, but on or after your Severance from Employment with CenturyLink, Inc., and before your death you made a valid election to take the lump sum option described above, the lump sum distribution will be paid to your designated Beneficiary. If you have not designated a Beneficiary or your designated Beneficiary does not survive you, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void.

# Appendix 4

## Hourly Plan Portion of the CenturyLink Retirement Component

Refer to pages 6-8 to determine if Appendix 4 applies to you.

### ■ **ELIGIBLE EMPLOYEES**

Eligible Employees are individuals who are eligible to participate in the Plan. Any Employee who met the requirements for participation under the Prior Hourly Plan at December 31, 2006 is an Eligible Employee.

Bargaining Employees will continue to be Eligible Employees as long as their collective bargaining agreement provides for participation in the Hourly Plan Portion of the CenturyLink Retirement Component (“Hourly Plan”).

There are no new Eligible Employees in the Hourly Plan after the dates listed in the table below.

<b>Local Union</b>	<b>Date</b>
CWA 3971, 3972, 3974	March 13, 2009
CWA 4671, 4672, 4674, 4675	February 3, 2007
CWA 6171 Central	August 16, 2007
CWA 6171 Northwest	June 13, 2003
CWA 6301, 6310, 6311, 6312, 6373	March 13, 2008
IBEW 257 (IBEW 257A)	January 1, 2007
IBEW 1106	April 1, 2007

### ■ **PARTICIPATION**

Non-bargaining Employees who were Participants in the Prior Hourly Plan as of January 1, 2007, will no longer participate in the Hourly Plan, except for benefit accruals prior to January 1, 2007.

Bargaining Employees at December 31, 2006 will continue to participate in the Hourly Plan (as long as their collective bargaining agreements provide for participation in the Hourly Plan).

There are no new Participants in the Hourly Plan after the dates listed in the table below.

<b>Local Union</b>	<b>Date</b>
CWA 3971, 3972, 3974	March 13, 2009
CWA 4671, 4672, 4674, 4675	February 3, 2007
CWA 6171 Central	August 16, 2007
CWA 6171 Northwest	June 13, 2003
CWA 6301, 6310, 6311, 6312, 6373	March 13, 2008
IBEW 257 (IBEW 257A)	January 1, 2007
IBEW 1106	April 1, 2007

## ■ **WHY SERVICE IS IMPORTANT**

### **Accrued Benefit**

The amount of your pension benefit, among other things, is determined on the basis of how many Years of Credited Service you completed with a participating Employer. For more information, see “Accrued Benefit” later in this Appendix.

### **Vesting in Accrued Benefit**

Your right to your Accrued Benefit is determined on the basis of your vested status under the Plan. Your vested status is determined by the number of Years of Vesting Service you have completed with your participating Employer. As a general rule, all of your Years of Vesting Service with the participating Employer must be taken into consideration for purposes of determining your vesting percentage. There are some exceptions, however, which are covered in “A Break-In-Service Can Affect Your Benefit.”

## ■ **WHAT VESTING IS ALL ABOUT**

“Vesting” means your right to all or a portion of the benefit you have earned during your Years of Vesting Service. If you should terminate employment for any reason other than disability or retirement, you are vested in the benefit you have earned during your Years of Vesting Service according to the following schedule:

<b>Years of Vesting</b>	<b>Vesting Percentage</b>
Less than 5 years	0%
5 years or more	100%

Depending on employment history, there are other exceptions where employees with less than 5 Years of Vesting Service may be 100% vested. You also are 100% vested at your Normal Retirement Age, if you are employed by the Company on that date, regardless of your Years of Vesting Service. If you were a non-bargaining Eligible Employee in the Prior Hourly Plan at December 31, 2006, you are 100% vested.

## ■ **HOW YOUR YEARS OF SERVICE ARE DETERMINED**

### **Years of Vesting Service**

A Year of Vesting Service is a Computation Period (Plan Year) during which you complete 1,000 or more Hours of Service. For purposes of vesting, you will be entitled to receive service credit for certain periods during which you are disabled. If you have fewer than 1,000 Hours of Service in a Computation Period, you will receive a fraction of a Year of Vesting Service determined by dividing your Hours of Service by 1,000. Hours of Service completed for any Affiliate will be counted from the date the business became an Affiliate or an earlier date approved by CenturyLink and announced to you.

As a general rule, all of your service must be taken into consideration for purposes of determining your vesting percentage. There are some exceptions, however, which are covered in “A Break-In-Service Can Affect Your Benefit.”

### **Years of Credited Service**

You receive credit for one full Year of Credited Service for each Computation Period during which you complete 2,080 or more Hours of Service. If you have fewer than 2,080 Hours of Service in a Computation Period, you will receive a fraction of a Year of Credited Service determined by dividing your Hours of Service by 2,080.

Credited Service completed for any Affiliate will be counted from the date the business became an Affiliate or an earlier date approved by CenturyLink and announced to you.

Credited Service for non-bargaining Employees used to determine your Hourly Plan benefit does not include any Years of Credited Service earned after December 31, 2006.

### **Transfer**

If you transfer to a CenturyLink company that is not a participating Employer under this Plan, your service for that company will continue to count for purposes of participation, vesting and retirement eligibility, but you will earn no additional Years of Credited Service under this Plan. However, your Final Average Pay for benefit computation purposes will be determined as of your final termination date.

**Exception for Employees represented by IBEW 1106:** the Final Average Pay used to calculate your Accrued Benefit will be determined at the earlier of your termination of employment or June 30, 2022. Please note that transferring to an Affiliate is not a termination of employment.

## ■ **A BREAK-IN-SERVICE CAN AFFECT YOUR BENEFIT**

Effective January 1, 2007, if you complete less than 501 Hours of Service during a Plan Year, you will incur a One-Year Break-in-Service for the Plan Year. Generally, you do not get credit for service for the Plan Year in which you have a Break-in-Service. However, an absence because of military duty, layoff, or an approved leave of absence of not more than one year will not be considered a Break-in-Service if you return to work for a participating Employer when your absence ends.

### **Parental Leave**

If you are absent from work because of pregnancy, birth of your child, adoption of your child, or caring for your child during the period immediately after birth or adoption, you may be credited with up to 501 Hours of Service in order to avoid a Break-in-Service. These hours will be credited only so that you may avoid a Break-in-Service for this period. They will not count in determining your Accrued Benefit.

### **Vesting on Reemployment**

If you leave employment and are later rehired, your Years of Vesting Service prior to leaving employment will be credited to you if:

- You are vested at the time of your last date of termination of employment, or
- Your consecutive Breaks-in-Service are not more than your number of Years of Vesting Service at the time you left, provided you had a least one (1) Year of Vesting Service preceding your Break-in-Service.

If you do not meet either of these two conditions when you are rehired, you will be treated as a new Employee, and your rehire date will establish a new Employment Year

## ■ **ACCRUED BENEFIT**

Your Accrued Benefit is the actual retirement benefit that you have earned as of any given date prior to your Normal Retirement Date. Your Accrued Benefit is payable to you at your Normal Retirement Date. For details on how your Accrued Benefit is calculated, see “Normal Retirement Benefit.” However, should your benefit commence early, this amount will be reduced for early commencement of benefits. For more about early commencement of benefits, see “Early Retirement.”

## ■ **NORMAL RETIREMENT BENEFIT**

Your Normal Retirement Date is the first day of the month coinciding with or next following the later of your 65th birthday and the fifth (5th) anniversary of your participation in the Hourly Plan.

When you reach your Normal Retirement Date, you must begin to receive your Normal Retirement Benefit as long as you have terminated employment with the Company. Your Normal Retirement Benefit is payable as a monthly benefit beginning the first of the month following or coincident with your Normal Retirement Date. "How Your Benefit Is Paid" explains the optional forms of payment for receiving your benefit.

To apply for a pension benefit, follow the instructions in Section 4, "Applying for a Benefit." The following terms and information are used to calculate your benefit.

### **Monthly Compensation**

If you are a bargaining Participant, Monthly Compensation means your highest monthly base rate of pay plus bonuses paid for a calendar month.

If you are a non-bargaining Participant, Monthly Compensation means all amounts actually paid to or for your benefit during a calendar month while you are actively employed.

These amounts include all earnings reportable on tax form W-2 (except as listed below), including lump sum payments made in lieu of base salary increases and any salary deferral contributions to Company-sponsored 401(k) savings or cafeteria (flexible benefit) plans.

During periods of reduced compensation because of illness, disability or leave of absence, compensation shall be figured at the last regular rate before the start of the reduced Compensation Period.

Monthly Compensation excludes (among other items):

- Overtime or premium pay;
- Imputed income from expense reimbursements or fringe benefits;
- Prizes and awards (such as employee recognition awards and safety awards);
- Payment for termination of employment (such as retirement bonuses, disability benefits and severance pay);
- Long-term incentive compensation (such as stock options, restricted stock and appreciation rights); and
- Any compensation paid after June 30, 2022 to employees represented by IBEW 1106.

Eligible compensation is limited by law and adjusted each year in accordance with federal regulations. For 2010 and 2011, eligible compensation is limited to \$245,000. For 2012, eligible compensation is limited to \$250,000. For 2013, eligible compensation is limited to \$255,000.

### **Average Annual Compensation**

Average Annual Compensation is twelve times the average of your Monthly Compensation over the 60 consecutive calendar months (5 years) of highest Monthly Compensation you earn during your employment. If your employment term is less than 60 months when you retire, the actual average of all your Compensation will be used. If you are a "Transferred Employee" under the terms of an applicable purchase agreement, compensation under the terms of your prior plans will be used.

If you were a non-bargaining Employee on December 31, 2010, Monthly Compensation after December 31, 2010 shall not be included in the calculation of your Hourly Plan benefit.

If you were a bargaining Employee on December 31, 2010, Monthly Compensation through the earlier of your date of termination or date of transfer to a non-bargaining position shall be included in the calculation of your Hourly Plan benefit. Monthly Compensation after the earlier of your date of termination or date of transfer to a non-bargaining position shall not be included in the calculation of your Hourly Plan benefit.

For Employees represented by IBEW 1106, Final Average Pay used to calculate your Accrued Benefit will be determined at the earlier of your termination of employment or June 30, 2022.

**Hourly Plan Formula**

The amount of your Accrued Benefit is:

$$1.35\% \times \text{Average Annual Compensation} \times \text{Years of Credited Service}$$

If you were a non-bargaining Participant in the Prior Hourly Plan at December 31, 2006 your Years of Credited Service are determined as of December 31, 2006.

Your Accrued Benefit will not be reduced by Worker’s Compensation payments if your Benefit Commencement Date is on or after June 1, 2015.

**Transition Benefit** – To be eligible for the Transition Benefit on your Hourly Bargaining benefit you had to be accruing a benefit under the CenturyLink Non-Bargaining formula as of December 31, 2010. This means that you would have to have transferred to a non-bargaining position on or before December 31, 2010. If you have always been a bargaining Employee, this Transition Benefit does not apply to you.

If the Transition Benefit applies, you receive a 4% per year increase to your Accrued Benefit as of December 31, 2010 until the earlier of December 31, 2015 or your termination of employment. This is calculated as 1.04 raised to the power of a fraction. The numerator of the fraction is the number of months between January 1, 2011 and the earlier of December 31, 2015 or your termination of employment, and the denominator is 12. If you work one day in a month, you will receive the Transition Benefit for that month.

**Minimum Benefit** – The Plan provides for a minimum annual benefit at Normal Retirement for non-bargaining Participants based on your Years of Credited Service or Years of Vesting Service at December 31, 2006. If you were eligible to commence your benefit at December 31, 2006, your minimum benefit is calculated according to the table below. If you were not eligible to commence your benefit at December 31, 2006, the minimum benefit in the table below will be adjusted.

**Years of Credited Service at December 31, 2006**

At least	But Less Than	Minimum Annual Benefit
15	20	\$ 5,200
20	25	\$ 6,600
25	30	\$ 8,000
30	35	\$ 9,400
35	40	\$10,800
40		\$12,200

The Plan provides for a minimum annual benefit at Normal Retirement for bargaining Participants based on the collective bargaining agreement with your Local and Years of Credited Service or Years of Vesting Service at termination.

**Transferred Employee:** – If you were formerly an employee of a GTE or Verizon company, and became an Employee of the CenturyTel system by reason of an acquisition of a GTE or Verizon entity by CenturyTel, certain special rules may apply to you, as follows:

If you had combined years of age and Years of Credited Service of at least 76, and you had at least 15 Years of Credited Service and you were age 55 or older as of December 31, 1999, your Normal

Retirement Age under the Hourly Plan is age 55.

Certain incentive compensation payments included as compensation under the GTE/Verizon plan will be included in the definition of Monthly Compensation under the Hourly Plan.

You will receive service credit for all purposes under the Hourly Plan for service credited under the GTE/Verizon plan if you were a "Transferred Employee" and entitled to such service credit under the terms of an applicable purchase agreement. Notwithstanding the preceding sentence, you will not receive such service credit for benefit accrual purposes under the Hourly Plan unless you were a Participant in the Hourly Plan as of the acquisition date and only if there was a transfer of benefit assets and liabilities to the Hourly Plan on your behalf from a GTE/Verizon plan.

## ■ **HOW THE NORMAL RETIREMENT BENEFIT FORMULA WORKS**

**Example 1:** You terminate on December 31, 2012 and retire at age 65 on January 1, 2013 after completing 19 Years of Credited Service under the Hourly Plan as an Hourly Bargaining Employee. You were a bargaining Participant at December 31, 2010. Your Average Annual Compensation at termination is \$70,000. The Transition Benefit does not apply because you were bargaining at December 31, 2010. Your Normal Retirement benefit is determined as follows:

$0.0135 \times \$70,000 \times 19$	=	\$17,955.00
Total Annual Pension Benefit	=	\$17,955.00
Total Monthly Pension Benefit	=	\$1,496.25

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see "How Your Benefit is Paid").

**Example 2:** You terminate on December 31, 2012 and retire at age 65 on January 1, 2013 after completing 25 Years of Credited Service as of December 31, 2006 under the Prior Hourly Plan as an Hourly non-bargaining Employee. You were a non-bargaining Participant at December 31, 2010. Your Average Annual Compensation at December 31, 2010 is \$78,000. The Transition Benefit does apply because you were non-bargaining at December 21, 2010. Your Normal Retirement Benefit is determined as follows:

$0.0135 \times \$78,000 \times 25$	=	\$26,325.00
Annual Pension Benefit	=	\$26,325.00
Monthly Pension Benefit	=	\$2,193.75

**Transition Benefit (for Example 2):** The Transition Benefit is 4% per year from January 1, 2011 through December 31, 2012 (24 months), calculated as 1.04 raised to (24/12) and equal to 1.0816.

Total Annual Pension Benefit: $\$26,325.00 \times 1.0816$	=	\$28,473.12
Total Monthly Pension Benefit	=	\$2,372.76

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see "How Your Benefit is Paid").

The benefit for your Years of Credited Service after December 31, 2006 is determined under the benefit for CenturyLink Non-Bargaining formula in Appendix 2.



Examples shown in this SPD solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your retirement will be personalized to you and based upon your birth date, compensation history, completed number of Years of Credited Service, the provisions of the Plan freezing benefits, the other provisions of the Plan, and the laws in effect when you retire.

## ■ **EARLY RETIREMENT**

You may want to retire before age 65. Your Early Retirement Date is the first day of any month after you have completed at least 15 Years of Credited Service and your combined years of age and Years of Credited Service are at least 76 as of your termination date, or if you have completed more than 30 Years of Credited Service, and you terminate employment with the Company.

If you qualify and elect your benefits to begin before age 65, you are in effect electing the age 65 benefit you had accrued through your termination date to be paid over a longer period of time. To fund the longer period of payments, the Plan pays a percentage of the age 65 benefit based on your age when you retire. The following chart reflects the percentage of the age 65 benefit payable under the Early Retirement provision:

<b>Retirement Age</b>	<b>Benefit Percentage*</b>
55 and over	100%
54	97%
53	94%
52	91%
51	88%
50	85%
49 and under	82%

\* If you have completed 30 Years of Credited Service, your benefit percentage will be 100%.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 51 years and 7 months you will receive the age 51 percentage plus 7/12 of the difference between age 51 percentage and the age 52 percentage.

Your Early Retirement Benefit can be paid under the same options as those explained in “How Your Benefit Is Paid.”

Unless you (and your Spouse, if you are married) affirm consent in writing by Retirement Kit application a distribution at your Early Retirement Date, benefit payments will not commence until the attainment of your Normal Retirement Date.

Under certain circumstances, it is possible that an additional adjustment to your benefit will be necessary. This adjustment is based on a complicated set of regulations issued by the Internal Revenue Service, and usually only applies to highly paid Participants. If you decide to retire early from the Employer and this adjustment applies to you, you will be informed at that time.

## ■ **HOW THE EARLY RETIREMENT BENEFIT FORMULA WORKS**

**Example 1:** You terminate on December 31, 2012 and retire at age 52 on January 1, 2013 after completing 27 Years of Credited Service under the Hourly Plan as an Hourly Bargaining Employee. You were a bargaining Participant at December 31, 2010. Your Average Annual Compensation at termination is \$65,000. The Transition Benefit does not apply because you were bargaining at December 31, 2010. Your Early Retirement Benefit is determined based on the same formula as was described in “How the Benefit Formula Works” under Normal Retirement, and in “Accrued Benefit”, and then adjusted by the appropriate percentage of benefit from the table under “Early Retirement Benefit.”

$0.0135 \times \$65,000 \times 27 \times .91$	=	\$21,560.18
Total Annual Pension Benefit	=	\$21,560.18
Total Monthly Pension Benefit	=	\$1,796.68

This monthly benefit amount is based on a single life annuity payment form, and will be different if an optional payment form is selected (see “How Your Benefit is Paid”).

**Example 2:** You terminate on December 31, 2012 and retire at age 54 on January 1, 2013 after completing 25 Years of Credited Service as of December 31, 2006 under the Prior Hourly Plan as an Hourly non-bargaining Employee. You were a non-bargaining Participant at December 31, 2010. Your Average Annual Compensation at December 31, 2010 is \$70,000. Your Early Retirement Benefit is determined based on the same formula as was described in “How the Benefit Formula Works” under Normal Retirement, and in “Accrued Benefit”, and then adjusted by the appropriate percentage of benefit from the table under “Early Retirement Benefit.”

$0.0135 \times \$70,000 \times 25 \times 0.97$	=	\$22,916.25
Annual Pension Benefit	=	\$22,916.25
Monthly Pension Benefit	=	\$1,909.69

**Transition Benefit (for Example 2):** The Transition Benefit is 4% per year from January 1, 2011 through December 2012 (24 months), calculated as 1.04 raised to (24/12) and equal to 1.0816.

Total Annual Pension Benefit: $\$22,916.25 \times 1.0816$	=	\$24,786.22
Total Monthly Pension Benefit	=	\$2,065.52

This monthly benefit amount is based on a single life annuity payment form, and will be different if an optional payment form is selected (see “How Your Benefit is Paid”).

The benefit for your Years of Credited Service after December 31, 2006 is determined under the benefit for CenturyLink Non-Bargaining formula in Appendix 2.

Examples shown in this SPD solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your retirement will be personalized to you and based upon your birth date, compensation history, completed number of Years of Credited Service, the provisions of the Plan freezing benefits, the other provisions of the Plan, and the laws in effect when you retire.

## ■ **DEFERRED RETIREMENT**

If you work beyond your Normal Retirement Date, you will begin receiving your benefit on your Deferred Retirement Date. Your Deferred Retirement Date is the first day of the month coincident with or next following your last day of employment. While you are actively employed by the Company, you may delay receipt of your Deferred Retirement benefit for as long as you wish (unless you are a five percent owner of the Company).

If you are a bargaining Employee, the amount of your benefit will be equal to the greater of:

- Accrued Benefit at your last day of employment, or
- Accrued Benefit as of Normal Retirement Date actuarially increased to your Annuity Starting Date.

If you were a non-bargaining Employee on December 31, 2010 and your Normal Retirement Date is before January 1, 2011, the amount of your benefit will be equal to the greater of:

- Accrued Benefit at your last day of employment, or December 31, 2011, whichever is earlier x Transition Benefit, or
- Accrued Benefit as of Normal Retirement Date actuarially increased to your Annuity Starting Date.

If you were a non-bargaining Employee on December 31, 2010 and your Normal Retirement Date is after December 31, 2010, the amount of your benefit will be equal to the greater of:

- Accrued Benefit at your last day of employment or December 31, 2010, whichever is earlier, x Transition Benefit, or
- Accrued Benefit at December 31, 2010 x Transition Benefit to Normal Retirement Date (or December 31, 2015 if earlier), actuarially increased to your Annuity Starting Date.

Your Deferred Retirement benefit can be paid under the same options as those explained in "How Your Benefit Is Paid."

## ■ **DISABILITY RETIREMENT**

Eligibility for a Disability Retirement Benefit: Beginning January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date on or after January 1, 2012, you are considered to be "disabled" if you are determined to be disabled in accordance with the definition of "disability" in the CenturyLink Disability Plan (or other plan that provides long-term disability income benefits and that is sponsored by CenturyLink, Inc. or any of its subsidiaries or related companies (the "LTD Plan").

The determination as to whether you meet the definition of "disability" under the LTD Plan is made by the CenturyLink Disability Plan Claims Administrator or its designee (the "Disability Plan Claims Administrator"). The Disability Plan Claims Administrator will, from time to time, ask you to furnish medical evidence showing that you continue to be disabled. This is to establish that you remain eligible for a Disability Retirement benefit under the Plan. You must provide this evidence on a timely basis when requested to avoid an interruption or termination of your benefit payments.

A Disability Retirement benefit is calculated the same as a Normal Retirement benefit.

1. If you are a Participant who earned a benefit as a non-bargaining participant in the Hourly Plan and you have been determined to be "disabled" (as described above), the Disability Retirement benefit includes:
  - Years of Credited Service as of the earlier of (a) the date on which your LTD coverage ends or (b) December 31, 2006, and
  - Final Average Annual Compensation calculated with pay projected from your disability date to the earlier of (a) the date on which your LTD coverage ends or (b) December 31, 2010. Your pay is projected based on your rate of pay in effect immediately prior to your disability.

If you were a non-bargaining Employee or receiving a benefit from the LTD Plan on December 31, 2010, your Hourly Plan Disability Retirement benefit will include the Transition Benefit through the earlier of (a) the date on which your LTD payments end or (b) December 31, 2015.

If you have 15 or more Years of Credited Service and meet the requirements for Early Retirement, you may retire and receive an Hourly Plan Disability Retirement benefit at your Normal Retirement Date or, if eligible, at your Early Retirement Date. Your Hourly Plan Disability Retirement benefit will be computed in the same manner as your benefit at Normal Retirement Date, but with no reduction for early commencement of benefit payments.

2. If you are a Participant who is earning a benefit as a bargaining participant in the Hourly Plan and you have been determined to be “disabled” (as described above), the amount of your Disability Retirement benefit will be based on your Years of Credited Service while you are on LTD through the earlier of (A) your retirement, (B) the date as of which your eligibility for LTD ends, (C) if you’ve already commenced your benefit payments, the date the payment commenced, or (D) if payment has not commenced, the earlier of (1) December 31, 2015, if you are a non-bargaining Employee or (2) the date in the table below if you are a bargaining Employee. Your Final Average Pay is calculated with pay projected from your disability date while you are on LTD through the earlier of (A) your retirement, (B) the date as of which your eligibility for LTD ends, (C) if you’ve already commenced your benefit payments, the date the payments commenced, or (D) if payment has not commenced, the earlier of (1) December 31, 2015, if you are a non-bargaining Employee or (2) the date in the table below if you are a bargaining Employee. Your pay is projected based on your rate of pay in effect immediately prior to your disability.

Local Union	Effective Date
CWA 3971, 3972, 3974	January 1, 2016
CWA 4671	January 1, 2016
CWA 6171 Central	January 1, 2016
CWA 6171 Northwest	January 1, 2016
CWA 6301, 6310, 6311, 6312, 6373	January 1, 2016
IBEW 257 (IBEW 257A)	July 1, 2016
IBEW 1106	January 1, 2016

If you have 15 or more Years of Credited Service and meet the requirements for Early Retirement, you may retire and receive an Hourly Plan Disability Retirement benefit at your Normal Retirement Date or, if eligible, at your Early Retirement Date. Your Hourly Plan Disability Retirement benefit will be computed in the same manner as your benefit at Normal Retirement Benefit, but with no reduction for early commencement of benefit payments.

Your Disability Retirement benefit can be paid under the same options as those explained in “How Your Benefit is Paid”, except as a lump sum.

Your Disability Retirement benefit will not be reduced by Worker’s Compensation payments if your Benefit Commencement Date is on or after June 1, 2015.

Under certain circumstances, it is possible that an additional adjustment to your benefit will be necessary. This adjustment is based on a complicated set of regulations issued by the Internal Revenue Service, and usually only applies to highly paid Participants. If you decide to retire early from the participating Employer and this adjustment applies to you, you will be informed at that time.

## ■ **WHAT HAPPENS WHEN YOU TERMINATE EMPLOYMENT**

If you terminate employment and are vested, you will be entitled to your Accrued Benefit at your Normal Retirement Date, if you are living at that time. You may elect to start receiving your Accrued Benefit as of the first day of any month following the month of your Severance from Employment, if you are living on that date. Any payments beginning before your Normal Retirement Date will be reduced according to

your age when benefit payments begin. You will receive the corresponding percentage of benefit listed below of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date to receive your benefits (shown at sample ages):

<b>Your Age When Benefits Begin</b>	<b>Percentage of Benefit You Receive*</b>	<b>Your Age When Benefits Begin</b>	<b>Percentage of Benefit You Receive*</b>
65	100%	41	13.6%
64	93.3%	40	12.7%
63	86.7%	39	11.8%
62	80.0%	38	11.0%
61	73.3%	37	10.3%
60	66.7%	36	9.7%
59	61.7%	35	9.0%
58	56.7%	34	8.4%
57	51.7%	33	7.9%
56	46.7%	32	7.4%
55	41.7%	31	6.9%
54	38.3%	30	6.5%
53	35.0%	29	6.1%
52	31.7%	28	5.7%
51	28.4%	27	5.4%
50	26.3%	26	5.0%
49	24.3%	25	4.7%
48	22.5%	24	4.4%
47	20.9%	23	4.2%
46	19.4%	22	3.9%
45	18.0%	21	3.7%
44	16.8%	20	3.5%
43	15.6%	19	3.3%
42	14.6%	18	3.1%

\*If you have completed at least 15 Years of Credited Service and your age in years plus your Years of Credited Service are at least 76 at your termination of employment, you may elect to start receiving your Accrued Benefit immediately. The reduction factors for Early Retirement will apply (see the Early Retirement section in this Appendix 4).

If you retire at a time when you are between any two whole ages, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7/12 of the difference between the age 61 percentage and the age 62 percentage. If you receive your Accrued Benefit at either your Early Retirement Date or your Normal Retirement Date, your Accrued Benefit can be paid under the same options as those explained in “How Your Benefit Is Paid.”

If you were not vested before your Break-in-Service, the benefit you have accrued is not yours and will be forfeited by you and remain in the Plan. If you are later reemployed, you may recover some or all of your prior service for vesting purposes as explained under “A Break-in-Service Can Affect Your Benefit.”

## ■ **DEATH BENEFITS**

- In the event of your death while **actively employed** and before you start receiving benefits under the Plan, a benefit will be paid to your surviving Eligible Spouse or designated Beneficiary. You must be vested at the time of your death.
- If you die **after terminating employment and before you start receiving benefits** under the Plan, a benefit will be paid to your Eligible Spouse or designated Beneficiary only if you were vested when you terminated.
- If you die **after you have started receiving pension payments** from the Plan, a benefit will be paid according to the form of payment you elected for your pension payments.

The Eligible Spouse's benefit will be an annuity for the life of your Eligible Spouse equal to the amount payable to the survivor under a 50% Qualified Joint and Survivor Annuity (see "How Your Benefit is Paid"). Except as provided below, the Eligible Spouse's annuity will be paid as of the later of your Normal Retirement Date or the first of the month coincident with or next following your date of death.

1. If you are actively working at your death and are eligible for Early Retirement at your death:
  - Your surviving Eligible Spouse can commence payment on the first of any month following your date of death.
  - If your surviving Eligible Spouse elects commencement of his or her benefit prior to your Normal Retirement Date, your Normal Retirement Benefit is unreduced.
2. If you are not actively working at the time of your death but are Deferred Vested Retirement Eligible and meet the criteria for early commencement:
  - Your surviving Eligible Spouse can commence payment of his or her benefit prior to your Normal Retirement Date.
  - If your surviving Eligible Spouse elects commencement of his or her benefit prior to your Normal Retirement Date, your Normal Retirement Benefit is reduced according to the percentages shown in the table in the Section titled "What Happens When You Terminate Employment."

The Eligible Spouse may elect to receive a Lump Sum of his or her benefit rather than a Single Life Annuity (see "How Your Benefit is Paid" in this Appendix 4). The lump sum amount is based on the Actuarial Equivalent present value of your Accrued Benefit and is payable on the first of the month coincident with or next following your date of death.

You may designate a non-Spouse Beneficiary. In this case, your designated Beneficiary is entitled to receive the death benefits described above in place of an Eligible Spouse.

Depending on employment history, there are also certain exceptions where your designated Beneficiary may be able to receive the death benefit if you do not have a surviving Eligible Spouse.

## ■ **WHEN YOUR BENEFIT IS PAID**

Benefit payments are paid on the 1st business day of the month for the current month. For details on how to request commencement of your benefit, see Section 4, "Applying for a Plan Benefit."

## ■ **HOW YOUR BENEFIT IS PAID**

You have several choices as to how your benefit is paid. Although the total actuarial value of your benefit will be the same, the monthly amount will differ according to the method of payment you choose.

**If you are married as of the commencement date of your benefit:** Your benefit will automatically be paid as a 50% Qualified Joint and Survivor Annuity, unless you choose an optional form of payment from the list below. The 50% Qualified Joint and Survivor Annuity provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Spouse upon your death for your Spouse's life. Your monthly benefit is actuarially reduced for the cost of this annuity based on your age and the age of your Spouse on your Annuity Starting Date. If you (1) elect an option less than 50% of your benefit to your Spouse, or (2) designate someone other than your Spouse as your Beneficiary, your Spouse must consent in writing to the non-Spouse Beneficiary elected, and your Spouse's signature must be witnessed by a Notary Public. If your Spouse predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.

**If you are not married as of the commencement date of your benefit:** Your benefit will automatically be paid as a Single Life Annuity, unless you choose an optional form of payment from the list below.

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

The form of payment must be elected in writing before you receive your first monthly pension payment. In accordance with IRS regulations, this election cannot be made more than 180 days prior or less than 30 days (which can be waived) to your Annuity Starting Date (see Section 7, "Definitions"). Changes in the form of payment can be made up to your Annuity Starting Date. However, once payments begin you may not change your payment election as your election is irrevocable.

1. Single Life Annuity — This option provides a monthly payment to you during your lifetime. Payments end upon your death (no benefit is payable to anyone upon your death).
2. 50% Joint and Survivor Annuity — This option provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.
3. 75% Joint and Survivor Annuity — This option provides a reduced monthly payment for your lifetime with 75% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If your Beneficiary is not your Spouse, the Beneficiary's survivor annuity shall be reduced to reflect any adjustment required under the Internal Revenue Code to ensure your annuity is not less than 50% of the Single Life Annuity, meaning this option may not be available (for example, if your Beneficiary is a child).
4. 100% Joint and Survivor Annuity — This option provides a reduced monthly payment for your lifetime with 100% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If your Beneficiary is not your Spouse, the Beneficiary's survivor annuity shall be reduced to reflect any adjustment required under the Internal Revenue Code to ensure your annuity is not less than 50% of the Single Life Annuity, meaning this option may not be available (for example, if your Beneficiary is a child).
5. 10-Year Certain and Life Annuity — This option provides a reduced monthly payment for your

lifetime with the guarantee that if you die before 10 years (120 months) of payments have been made, your Beneficiary will receive the same benefit that you were receiving until pension payments made to you and your Beneficiary equal 10 years of payments. Your monthly benefit will be actuarially reduced for the cost of this option based on your age on your Benefit Commencement Date. If you die after you have received 10 years (120 months) of annuity payments, no pension benefit is payable to your Beneficiary.

6. Lump Sum—

- a. If the Actuarial Equivalent present value of your benefit is less than \$1,000 at the time of the distribution and you do not make a timely election to roll it over, the benefit will be paid directly to you. This lump sum payment is subject to mandatory withholding.
- b. If the Actuarial Equivalent of your vested Accrued Benefit is more than \$1,000 but not more than \$5,000 at the time of the distribution, and a timely election to roll your distribution over is not made, the benefit will automatically be rolled over to an individual retirement plan designated by the Committee.
- c. Effective October 1, 2019, if the Actuarial Equivalent of your vested Accrued Benefit is more than \$5,000 at the time of the distribution, you may elect to receive your vested Accrued Benefit in a lump sum payment at any time. You may elect the lump sum payment to be rolled over or paid to you directly.

Actuarial Equivalent means a method of payment that has equal value according to actuarial tables which take into account life expectancy, interest rates, and other factors.

If prior to your death you properly elected to receive a 75% or 100% Joint and Survivor Annuity form of payment, and you die before your Annuity Starting Date, then your designated Beneficiary will be entitled to a benefit based on the form of Joint and Survivor Annuity elected instead of the Spouse's Death Benefit described on page 86.

If you die before your Annuity Starting Date, but on or after your Severance from Employment with CenturyLink, Inc., and before your death you made a valid election to take the lump sum option described above, the lump sum distribution will be paid to your designated Beneficiary. If you have not designated a Beneficiary or your designated Beneficiary does not survive you, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void.



# Appendix 5

## Ohio Plan Portion of the CenturyLink Retirement Component

Refer to pages 6-8 to determine if Appendix 5 applies to you.

### ■ **ELIGIBLE EMPLOYEES**

Eligible Employees are individuals who are eligible to participate in the Plan. Any Employee who became a member of Local 4370 of the Communications Workers of America (“CWA”) prior to April 1, 2007 and met the requirements for participation under the Prior Ohio Plan is an Eligible Employee.

There are no new Eligible Employees in the Ohio Plan Portion of the CenturyLink Retirement Component (“Ohio Plan”) on or after April 1, 2007.

### ■ **PARTICIPATION**

Employees who were Participants in the Prior Ohio Plan prior to April 1, 2007 will continue to be Participants in the Ohio Plan.

There are no new Participants in the Ohio Plan on or after April 1, 2007.

### ■ **WHY SERVICE IS IMPORTANT**

#### **Accrued Benefit**

The amount of your pension benefit, among other things, is determined on the basis of how many Years of Credited Service you completed with a participating Employer. For more information, see “Accrued Benefit” later in this Appendix 5.

#### **Vesting in Accrued Benefit**

Your right to your Accrued Benefit is determined on the basis of your vested status under the Plan. Your vested status is determined by the number of Years of Vesting Service you have completed with your participating Employer. As a general rule, all of your Years of Vesting Service with the participating Employer must be taken into consideration for purposes of determining your vesting percentage. There are some exceptions, however, which are covered in “A Break-In-Service Can Affect Your Benefit.”

## ■ WHAT VESTING IS ALL ABOUT

“Vesting” means your right to all or a portion of the benefit you have earned during your Years of Vesting Service. If you should terminate employment for any reason other than disability or retirement, you are vested in the benefit you have earned during your Years of Vesting Service according to the following schedule:

Years of Vesting	Vesting Percentage
Less than 5 years	0%
5 years or more	100%

Depending on employment history, there are exceptions where employees with less than 5 Years of Vesting Service may be 100% vested. You also are 100% vested at your Normal Retirement Age, if you are employed by the Company on that date, regardless of your Years of Vesting Service.

## ■ HOW YOUR YEARS OF SERVICE ARE DETERMINED

### Years of Vesting Service

A Year of Vesting Service is a Year of Elapsed Service which is defined as 365 days. For purposes of vesting, you will be entitled to receive service credit for certain periods during which you are disabled.

Vesting Service prior to age 18 is excluded.

As a general rule, all of your service must be taken into consideration for purposes of determining your vesting percentage. There are some exceptions, however, which are covered in “A Break-In-Service Can Affect Your Benefit.”

### Years of Credited Service

You receive credit for one full Year of Credited Service for each Year of Elapsed Service. If you complete a partial Year of Elapsed Service, you will receive a fraction of a Year of Credited Service based on your months of Elapsed Service. Special rules apply if you transfer full-time status to part-time status, or vice versa. If you are employed in a position that would customarily result in completion of at least 1,565 Hours of Service in a Plan Year, you are considered a full-time employee.

### Transfer

If you transfer to a CenturyLink company that is not a participating Employer under this Plan, your service for that company will continue to count for purposes of participation, vesting and retirement eligibility, but you will earn no additional Years of Credited Service under this Plan. However, your Final Average Pay for benefit computation purposes will be determined as of your final termination date.

**Exception for Employees represented by IBEW 1106:** the Final Average Pay used to calculate your Accrued Benefit will be determined at the earlier of your termination of employment or June 30, 2022. Please note that transferring to an Affiliate is not a termination of employment.

## ■ A BREAK-IN-SERVICE CAN AFFECT YOUR BENEFIT

If you do not complete at least one (1) Hour of Service during a 12-month period beginning on your Severance from Service date, you will incur a One-Year Break-in-Service.

Generally, you do not get credit for service for the periods for which you have a Break-in-Service. However, an absence because of military duty, layoff, or an approved leave of absence of not more than one year will not be considered a Break-in-Service if you return to work for a participating Employer when your absence ends.

## **Parental Leave**

If you are absent from work because of pregnancy, birth of your child, adoption of your child, or caring for your child during the period immediately after birth or adoption, the 12-consecutive month period beginning on the first anniversary of such absence will not be considered a Break-in-Service for vesting purposes. However, this period will not count in determining your Accrued Benefit.

## **Vesting on Reemployment**

If you leave employment and are later rehired, your Years of Vesting Service prior to leaving employment will be credited to you if:

- a) You are vested at the time of your last date of termination of employment, or
- b) Your consecutive Breaks-in-Service are not more than your number of Years of Vesting Service at the time you left.

If you do not meet either of these conditions when you are rehired, you will be treated as a new Employee.

## ■ **ACCRUED BENEFIT**

Your Accrued Benefit is the actual retirement benefit that you have earned as of any given date prior to your Normal Retirement Date. Your Accrued Benefit is payable to you at your Normal Retirement Date. For details on how your Accrued Benefit is calculated, see “Normal Retirement Benefit.” However, should your benefit commence early, this amount will be reduced for early commencement of benefits. For more about early commencement of benefits, see “Early Retirement.”

## ■ **NORMAL RETIREMENT BENEFIT**

Your Normal Retirement Date is the first day of the month coinciding with or next following your 65th birthday.

When you reach your Normal Retirement Date, you must begin to receive your Normal Retirement Benefit as long as you have terminated employment with the Company. Your Normal Retirement Benefit is payable as a monthly benefit beginning the first of the month following or coincident with your Normal Retirement Date. “How Your Benefit Is Paid” explains the optional forms of payment for receiving your benefit.

To apply for a pension benefit, follow the instructions in Section 4, “Applying for a Benefit.” The following terms and information are used to calculate your benefit.

### **Ohio Plan Formula**

This formula is for Employees in local union CWA 4370 with hire dates prior to April 1, 2007. The amount of your Accrued Benefit is determined by multiplying your Years of Credited Service on the date of your termination of employment (or date of transfer to a non-bargaining position) by the applicable Pension Band Amount.

Several different job titles may exist under each Pension Band. To determine the Pension Band applicable to you, see Section titled “Pension Bands” at the end of this Appendix 5.

### **Pension Band**

Pension Band means the band number in which an Employee’s job classification falls that determines the amount of an Employee’s monthly benefit per Years of Credited Service under the Ohio Plan.

For those Participants eligible to receive the Transition Benefit as described below, your Accrued Benefit is increased by the Transition Benefit.

**Transition Benefit** – To be eligible for the Transition Benefit on your Ohio Bargaining benefit you had to be accruing a benefit under the CenturyLink Non-Bargaining formula as of December 31, 2010. This means that you would have to have transferred to a non-bargaining position on or before December 31, 2010. If you have always been a bargaining Employee, this Transition Benefit does not apply to you.

If the Transition Benefit applies, you receive a 4% per year increase to your Accrued Benefit as of December 31, 2010 until the earlier of December 31, 2015 or your termination of employment. This is calculated as 1.04 raised to a fraction. The numerator of the fraction is the number of months between January 1, 2011 and the earlier of December 31, 2015 or your termination of employment, and the denominator is 12. If you work one day in a month, you will receive the Transition Benefit for that month.

## ■ **HOW THE NORMAL RETIREMENT BENEFIT FORMULA WORKS**

**Example 1:** You terminate on December 31, 2012 and retire at age 65 on January 1, 2013 after completing 12 Years of Credited Service under the Ohio Plan. Also assume you were a Band 2 employee, and your Pension Band Amount was \$42.02. You were a bargaining participant at December 31, 2010. Your monthly Normal Retirement Benefit is determined as follows:

$$12 \times \$42.02 = \$504.24$$

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see “How Your Benefit is Paid”).

**Example 2:** You terminate on December 31, 2012 and retire at age 65 on January 1, 2013 after completing 20 Years of Credited Service under the Ohio Plan. Also assume you transferred to a non-bargaining position prior to December 31, 2010. At the time of your transfer, you were a Band 1 Employee, and your Pension Band Amount was \$35.84. The Transition Benefit is 4% per year from January 1, 2011 through December 31, 2012 (24 months), calculated as 1.04 raised to (24/12) and equal to 1.0816. Your monthly Normal Retirement Benefit is determined as follows:

$$20 \times \$35.84 \times 1.0816 = \$775.29$$

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see “How Your Benefit is Paid”).

Examples shown in this SPD solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your retirement will be personalized to you and based upon your birth date, job history, completed number of Years of Credited Service, the provisions of the Plan freezing benefits, the other provisions of the Plan, and the laws in effect when you retire.

## ■ **EARLY RETIREMENT BENEFIT**

You may want to retire before age 65. Your Early Retirement Date is the first day of any month coincident with or next following the date you reach age 55, have completed at least 5 Years of Credited Service and you terminate employment with the Company.

If you qualify and elect your benefits to begin before age 65, you are in effect electing the age 65 benefit you had accrued through your termination date to be paid over a longer period of time. To fund the longer period of payments, the Plan pays a percentage of the age 65 benefit based on your age when you retire. The following chart reflects the percentage of the Normal Retirement benefit (refer to the Normal Retirement section for calculation details) payable under the Early Retirement provision:

Retirement Age	Benefit Percentage*
65	100%
64	95%
63	90%
62	85%
61	80%
60	75%
59	70%
58	65%
57	60%
56	55%
55	50%

\*If you are at least 60 and have completed at least 30 Years of Vesting Service when you commence payments your Benefit Percentage is 100%. Years of Vesting Service earned while covered by other benefit formulas under the CenturyLink Retirement Component are included to determine if you have 30 Years of Vesting Service.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7/12 of the difference between the age 61 percentage and the age 62 percentage.

Additional adjustments may apply to the calculation of your Early Retirement Benefit if you commence payments within 36 months of a promotion or demotion.

Your Early Retirement Benefit can be paid under the same options as those explained in “How Your Benefit Is Paid.”

Unless you (and your Spouse, if you are married) affirm consent in writing by Retirement Kit application a distribution at your Early Retirement Date, benefit payments will not commence.

Under certain circumstances, it is possible that an additional adjustment to your benefit will be necessary. This adjustment is based on a complicated set of regulations issued by the Internal Revenue Service, and usually only applies to highly paid Participants. If you decide to retire early from the Employer and this adjustment applies to you, you will be informed at that time.

## ■ **HOW THE EARLY RETIREMENT BENEFIT FORMULA WORKS**

**Example 1:** You terminate on December 31, 2012 and retire at age 58 on January 1, 2013 after completing 16 Years of Credited Service under the Ohio Plan. Also assume you were a Band 2 Employee, and your Pension Band Amount was \$42.02. You were a bargaining Participant at December 31, 2010. Your Early Retirement Benefit is determined based on the same formula as was described in the Section titled “How The Benefit Formula Works” under Normal Retirement, and in “Accrued Benefit”, and then adjusted by the appropriate percentage of benefit from the table under “Early Retirement Benefit.”

$$16 \times \$42.02 \times 0.65 = \$437.01$$

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see “How Your Benefit is Paid”).

**Example 2:** You terminate on December 31, 2012 and retire at age 55 on January 1, 2013 after completing 25 Years of Credited Service under the Ohio Plan. Also assume you transferred to a non-bargaining position prior to December 31, 2010. At the time of your transfer, you were a Band 1 Employee, and your Pension Band Amount was \$35.84. The Transition Benefit is 4% per year from January 1, 2011 through December 31, 2012 (24 months), calculated as 1.04 raised to (24/12) and equal to 1.0816. Your Early Retirement Benefit is determined based on the same formula as was described in “How The Benefit Formula Works” under Normal Retirement, and in “Accrued Benefit”, and then adjusted by the appropriate percentage of benefit from the table under “Early Retirement Benefit.”

$$25 \times \$35.84 \times 1.0816 \times 0.5 = \$484.56$$

This monthly benefit amount is based on a single life annuity payment form and will be different if an optional payment form is selected (see “How Your Benefit is Paid.”)

Examples shown in this SPD solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your retirement will be personalized to you and based upon your birth date, compensation history, completed number of Years of Credited Service, the provisions of the Plan freezing benefits, the other provisions of the Plan, and the laws in effect when you retire.

## ■ **DEFERRED RETIREMENT**

If you work beyond your Normal Retirement Date, you will begin receiving your benefit on your Deferred Retirement Date. Your Deferred Retirement Date will be the first day of any month coincident with or following your last day of employment. While you are actively employed by the Company, you may delay receipt of your Deferred Retirement benefit for as long as you wish (unless you are a five percent owner of the Company).

The amount of your benefit will be equal to the greater of:

- Accrued Benefit at your last day of employment, or
- Accrued Benefit as of Normal Retirement Date, actuarially increased to your Annuity Starting Date

Your Deferred Retirement benefit can be paid under the same options as those explained in “How Your Benefit Is Paid.”

## ■ **DISABILITY RETIREMENT**

Eligibility for a Disability Retirement Benefit: Beginning January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date on or after January 1, 2012, you are considered to be “disabled” if you are determined to be disabled in accordance with the definition of “disability” in the CenturyLink Disability Plan (or other plan that provides long-term disability income benefits and that is sponsored by CenturyLink, Inc. or any of its subsidiaries or related companies (the “LTD Plan”)).

The determination as to whether you meet the definition of “disability” under the LTD Plan is made by the CenturyLink Disability Plan Claims Administrator or its designee (the “Disability Plan Claims Administrator”). The Disability Plan Claims Administrator will, from time to time, ask you to furnish medical evidence showing that you continue to be disabled. This is to establish that you remain eligible for a Disability Retirement benefit under the Plan. You must provide this evidence on a timely basis when requested to avoid an interruption or termination of your benefit payments.

If you are an active Employee who is covered under the Ohio Plan and you become “disabled” (as described above) after completing 5 or more Years of Vesting Service, you may retire and receive a

Disability Retirement benefit under the Plan. Your disability benefit payments will start as soon as possible after your disability determination date. A Disability Retirement benefit is calculated the same as a Normal Retirement benefit, but the minimum monthly disability benefit is \$150. Your Disability Retirement benefit will continue to be paid to you while your disability is covered by the LTD Plan. The Disability Retirement benefit payments will end on the earlier of (a) the date on which your LTD benefit payments end, (b) the date you die, or (c) your Normal Retirement Date, at which time the benefit for which you are eligible to commence receiving is based on your age when your LTD benefit payments end. Disability Retirement is paid as a single life annuity.

Your Disability Retirement benefit will not be reduced by Worker’s Compensation payments if your Benefit Commencement Date is on or after June 1, 2015.

Under certain circumstances, it is possible that an additional adjustment to your benefit will be necessary. This adjustment is based on a complicated set of regulations issued by the Internal Revenue Service, and usually only applies to highly paid Participants. If you decide to retire early from the participating Employer and this adjustment applies to you, you will be informed at that time.

**■ WHAT HAPPENS WHEN YOU TERMINATE EMPLOYMENT**

If you have completed at least 5 Years of Vesting Service at the time of your termination of employment, you are vested. You will then be entitled to your Accrued Benefit at your Normal Retirement Date, if you are living at that time. You may elect to start receiving your Accrued Benefit as of the first day of any month following your Severance from Employment, if you are living on that date. Any payments beginning before your Normal Retirement Date will be reduced according to your age when benefit payments begin. You will receive the corresponding percentage of benefit listed below of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date to receive your benefits:

<b>Your Age When Benefits Begin</b>	<b>Percentage of Benefit You Receive*</b>	<b>Your Age When Benefits Begin</b>	<b>Percentage of Benefit You Receive*</b>
65	100%	44	19%
64	95%	43	17%
63	90%	42	16%
62	85%	41	15%
61	80%	40	14%
60	75%	39	13%
59	70%	38	12%
58	65%	37	11%
57	60%	36	10%
56	55%	35	9%
55	50%	34	8%
54	46%	33	7%
53	42%	32	6%
52	38%	31	6%
51	35%	30	6%
50	32%	29	6%
49	29%	28	6%
48	27%	27	6%
47	25%	26	6%
46	23%	25	6%
45	21%		6%

\* If you had at least 30 Years of Vesting Service at the time of your termination of employment, you may elect to start receiving your Accrued Benefit as of the first day of any month following the month in which your 60th birthday occurs, if you are living on that date. In this case, there is no reduction for commencement prior to your Normal Retirement Date.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7/12 of the difference between the age 61 percentage and the age 62 percentage.

If you receive your Accrued Benefit at either your Early Retirement Date or your Normal Retirement Date, your Accrued Benefit can be paid under the same options as those explained in “How Your Benefit Is Paid.”

If you were not vested before your Break-in-Service, the benefit you have accrued is not yours and will be forfeited by you and remain in the Plan. If you are later reemployed, you may recover some or all of your prior service for vesting purposes as explained under “A Break-in-Service Can Affect Your Benefit.”

## ■ DEATH BENEFITS

- In the event of your death while **actively employed** before you start receiving benefits under the Plan or while receiving a Disability Retirement benefit under the Plan and you have a surviving Eligible Spouse; a benefit will be paid to your surviving Eligible Spouse if you were vested at the time of your death. If you die and do not have a Spouse, the Plan does not pay a pension benefit.
  - If you die **after terminating employment and before you start receiving benefits** under the Plan, a benefit will be paid to your Eligible Spouse only if you were vested when you terminated. If you die and do not have a Spouse, the Plan does not pay a pension benefit.
  - If you die **after you have started receiving pension payments** from the Plan, a benefit will be paid according to the form of payment you elected for your pension payments.
  - No pension benefit from the Plan is paid to a non-Spouse. This means if you die and do not have a Spouse, the Plan does not pay a pension benefit.
1. If you are actively employed (or receiving a Disability Retirement benefit) and are 55 or over at your death:
    - Your surviving Eligible Spouse can commence payment on the first of the month following or coincident with your date of death.
    - The surviving Eligible Spouse's benefit will be an annuity for the life of your Eligible Spouse equal to the amount payable to the survivor under the 100% Joint and Survivor Annuity option (see “How Your Benefit is Paid”).
    - Your surviving Eligible Spouse may also elect a Lump Sum (see “How Your Benefit is Paid”).
    - If your surviving Eligible Spouse elects commencement of his or her benefit prior to your Normal Retirement Date, your Normal Retirement Benefit is reduced according to the Early Reduction Factors used for the Early Retirement Benefit.
  2. If you are actively employed (or receiving a Disability Retirement benefit) and are under age 55; or if you die after terminating employment with CenturyLink, Inc. and have a vested benefit that has not yet commenced:
    - Your surviving Eligible Spouse can commence payment on the first of the month following or coincident with your date of death.
    - The surviving Eligible Spouse's benefit will be an annuity for the life of your Spouse equal to the amount payable to the survivor under a 50% Joint and Survivor Annuity (see “How Your Benefit is Paid”).



- If your surviving Eligible Spouse elects commencement of his or her benefit prior to your Normal Retirement Date, your Normal Retirement Benefit is reduced according to the Early Reduction Factors used for the Early Retirement Benefit.
- If you are less than age 55 at the time of your death, you are assumed to be age 55.

The Eligible Spouse benefit is paid as a Single Life Annuity or a Lump Sum described in “How Your Benefit is Paid” in this Appendix 5.

If you are receiving a Disability Retirement benefit at time of your Death, the payment to your Eligible Spouse is determined without regard to the \$150 minimum and your Eligible Spouse may commence his or her benefit on the first of the month coincident or following your date of death.

## ■ **WHEN YOUR BENEFIT IS PAID**

Benefit payments are paid on the 1st business day of the month for the current month. For details on how to request commencement of your benefit, see Section 4, “Applying for a Plan Benefit.”

## ■ **HOW YOUR BENEFIT IS PAID**

You have several choices as to how your benefit is paid. Although the total actuarial value of your benefit will be the same, the monthly amount will differ according to the method of payment you choose.

**If you are married as of the commencement date of your benefit:** Your benefit will automatically be paid as a 50% Qualified Joint and Survivor Annuity, unless you choose an optional form of payment from the list below. The 50% Qualified Joint and Survivor Annuity provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Spouse upon your death for your Spouse’s life. Your monthly benefit is actuarially reduced for the cost of this annuity based on your age and the age of your Spouse on your Annuity Starting Date. If you (1) elect an option less than 50% of your benefit to your Spouse, or (2) designate someone other than your Spouse as your Beneficiary, your Spouse must consent in writing to the non-Spouse Beneficiary elected, and your Spouse’s signature must be witnessed by a Notary Public. If your Spouse predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.

**If you are not married as of the commencement date of your benefit:** Your benefit will automatically be paid as a Single Life Annuity, unless you choose an optional form of payment from the list below.

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

The form of payment must be elected in writing before you receive your first monthly pension payment. In accordance with IRS regulations, this election cannot be made more than 180 days prior or less than 30 days (which can be waived) to your Annuity Starting Date (see Section 7, “Definitions”). Changes in the form of payment can be made up to your Annuity Starting Date. However, once payments begin you may not change your payment election as your election is irrevocable.

1. Single Life Annuity — This option provides a monthly payment to you during your lifetime. Payments end upon your death (no benefit is payable to anyone upon your death).
2. 50% Joint and Survivor Annuity — This option provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary’s life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.

3. 75% Joint and Survivor Annuity—This option provides a reduced monthly payment for your lifetime with 75% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If your Beneficiary is not your Spouse, the Beneficiary's survivor annuity shall be reduced to reflect any adjustment required under the Internal Revenue Code to ensure your annuity is not less than 50% of the Single Life Annuity, meaning this option may not be available (for example, if your Beneficiary is a child).
4. 100% Joint and Survivor Annuity—This option provides a reduced monthly payment for your lifetime with 100% of the reduced monthly benefit continuing to your Beneficiary upon your death for your Beneficiary's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Beneficiary on your Benefit Commencement Date. If your Beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If your Beneficiary is not your Spouse, the Beneficiary's survivor annuity shall be reduced to reflect any adjustment required under the Internal Revenue Code to ensure your annuity is not less than 50% of the Single Life Annuity, meaning this option may not be available (for example, if your Beneficiary is a child).
5. 10-Year Certain and Life Annuity— This option provides a reduced monthly payment for your lifetime with the guarantee that if you die before 10 years (120 months) of payments have been made, your Beneficiary will receive the same benefit that you were receiving until pension payments made to you and your Beneficiary equal 10 years of payments. Your monthly benefit will be actuarially reduced for the cost of this option based on your age on your Benefit Commencement Date. If you die after you have received 10 years (120 months) of annuity payments, no pension benefit is payable to your Beneficiary.
6. Lump Sum—
  - a. If the Actuarial Equivalent present value of your benefit is less than \$1,000 at the time of the distribution and you do not make a timely election to roll it over, the benefit will be paid directly to you. This lump sum payment is subject to mandatory withholding.
  - b. If the Actuarial Equivalent of your vested Accrued Benefit is more than \$1,000 but not more than \$5,000 at the time of the distribution, and a timely election to roll your distribution over is not made, the benefit will automatically be rolled over to an individual retirement plan designated by the Committee.
  - c. Effective October 1, 2019, if the Actuarial Equivalent of your vested Accrued Benefit is more than \$5,000 at the time of the distribution, you may elect to receive your vested Accrued Benefit in a lump sum payment at any time. You may elect the lump sum payment to be rolled over or paid to you directly.

Actuarial Equivalent means a method of payment that has equal value according to actuarial tables which take into account life expectancy, interest rates, and other factors.

If prior to your death you properly elected to receive a 75% or 100% Joint and Survivor Annuity form of payment, and you die before your Annuity Starting Date, then your designated Beneficiary will be entitled to a benefit based on the form of Joint and Survivor Annuity elected instead of the Spouse Benefit described on pages 96-97.

If you die before your Annuity Starting Date, but on or after your Severance from Employment with CenturyLink, Inc., and before your death you made a valid election to take the lump sum option described above, the lump sum distribution will be paid to your designated Beneficiary. If you have not designated a Beneficiary or your designated Beneficiary does not survive you, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void.

■ **SCHEDULE – PENSION BANDS**

**OHIO PLAN  
SCHEDULE OF PENSION BANDS**

Century Telephone Company of Ohio  
Local 4370, Communication Workers of America

**Band 1**

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Access Service Representative  
Clerk  
Clerk Typist  
Custodian  
Customer Care Associate  
Customer Service Representative  
Greeter/Cashier  
Records Clerk  
Telephone Service Center Clerk

**Band 2**

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Assigner – Test Person  
Business Systems Technician  
Cable Splicer  
Cable Technician  
Communications Technician  
Engineering Assistant  
Installer – Repair Person  
Lineperson  
Messenger  
PBX Installer – Repair Person  
Plant Technician  
Service Technician  
Supply Person

<b>Age 65 Pension Band Amounts</b>		
<b>Effective</b>	<b>Band 1</b>	<b>Band 2</b>
1/1/92	\$22.72	\$31.62
1/1/94	\$24.09	\$33.52
8/1/94	\$28.59	\$35.02
7/1/95	\$29.59	\$36.02
7/1/96	\$30.59	\$37.02
3/1/98	\$31.59	\$38.02
6/1/00	\$32.59	\$39.02
6/1/01	\$33.59	\$40.02
4/1/04	\$34.59	\$41.02
4/1/05	\$35.09	\$41.52
4/1/07	\$35.84	\$42.02