CenturyLink Combined Pension Plan
Qwest Pension Component

Summary Plan Description

CenturyLink, Inc.
June, 2020

CenturyLink

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INTRODUCTION

CenturyLink, Inc. (the “Company”) sponsors the CenturyLink Combined Pension Plan (the “Plan” or “Pension Plan”) which provides retirement and certain other benefits to employees who are eligible to participate in the Plan and satisfy the requirements described in the Plan.

This “Summary Plan Description” or “SPD” is provided to explain how the Qwest Pension Component of the Plan works. It describes your pension benefits and rights as well as your responsibilities under the Plan. It is important for you to understand that because this SPD is only a summary, it cannot cover all details of the Plan or how the rules will apply to every person in every situation. The specific rules governing the Plan are included in the Plan document and in other associated administrative materials. You, your beneficiaries and your lawyer (or other legal representative) may examine the Plan document and other documents relating to the Plan during regular business hours or by appointment at a mutually convenient time in the office of the Plan Administrator. You may get a printed copy of the Plan document from the CenturyLink Employee Benefits Committee which may charge you a reasonable fee for the copy (see Question 203).

If you have any questions about the Plan, you should contact the Plan Administrator. The name, address and telephone number of the Plan Administrator and other important information about the Plan are shown on the next page.

Capitalized terms not defined in the text are defined at the end of this Summary Plan Description.

This document summarizes certain provisions of the Qwest Pension Component of the Plan. If there is any conflict between the terms of the official Plan document and this document, the terms of the official Plan document will govern. The Plan Administrator, the CenturyLink Employee Benefits Committee and its delegates, have reserved the right to interpret and resolve any ambiguities in the Plan or any document relating to the Plan.

Note: Pension benefits are determined by the Company and the CenturyLink Plan Design Committee and do not create a contract of employment. The Company and the CenturyLink Plan Design Committee reserve 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.

PLAN ADMINISTRATION

Official Name of Plan: CenturyLink Combined Pension Plan

Type of Benefits: A defined benefit pension plan that provides retirement benefits. It provides disability pensions (for certain Occupational Participants who were hired or rehired prior to January 1, 2009, if eligible), Modified Disability Pensions (for Management Participants, if eligible, prior to July 1, 2003), and certain death benefits (which are welfare benefits that are also limited per Plan terms).

Administration of the Plan: The Plan is generally administered by the CenturyLink Employee Benefits Committee and its delegates, which review claims and appeals and determines eligibility to receive benefits under the Plan.

Plan Number: 001

Plan Sponsor: CenturyLink, Inc.
100 CenturyLink Drive
Monroe, LA 71203
318-388-9000

Employer Identification Number: 72-0651161

Participating Companies: You may contact the CenturyLink Pension Service Center for a list of Participating Companies.

Plan Year: January 1 to December 31

Plan Administrator: CenturyLink Employee Benefits Committee
c/o CenturyLink. Inc.
214 East 24th Street
Vancouver, WA 98663-3212
800-729-7526

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:

CT Corporation System
700 E. Arapahoe Rd., 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 claims and appeal 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

Refer to questions 190 to 203 for further Plan Administration information.

GENERAL QUESTIONS ABOUT THE PLAN

1. **What is the Qwest Pension Component of the CenturyLink Combined Pension Plan?**

   On December 31, 2014, the Qwest Pension Plan and the Embarq Retirement 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 CenturyLink Combined Pension Plan provides a company-paid source of income for retirement benefits for eligible employees. The portion of the CenturyLink Combined Pension Plan that incorporated the provisions of the Qwest Pension Plan is substantially the same form as it existed immediately prior to the merger and is known as the Qwest Pension Component of the CenturyLink Combined Pension Plan and is hereinafter referred to as the Qwest Pension Component. The Qwest Pension Component is maintained by CenturyLink, Inc. for eligible employees of Qwest Communications International Inc. ("Qwest") and certain of its 50% or more owned subsidiaries. These companies are known as Participating Companies in the Qwest Pension Component.

   However, prior to January 1, 2001, Classic Qwest and its subsidiaries were not Participating Companies. In other words, only members of U S WEST were Participating Companies until 2001. Legacy CenturyLink, Legacy Embarq and Legacy Madison River are not Participating Companies in the Qwest Pension Component.

2. **Does this Summary Plan Description apply to me?**

   This Summary Plan Description (SPD) of the Qwest Pension Component generally includes Plan amendments adopted through December 2019, and describes the rules of the Plan applicable to eligible Participants who are employed by Participating Companies on or after January 1, 2001. If you terminated employment before January 1, 2001, this SPD will describe your benefits more generally and the SPD in effect at your termination of employment will have more specific details. However, you should refer to this 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.

   This SPD does not describe all details of the Plan. Rather it is meant to be a summary of the Plan rules. Thus, the SPD does not address all of the various detailed rules and exceptions applicable to all situations. If you have questions, you should call the CenturyLink Pension Service Center for more details. The official Plan document, as amended, governs in all cases. This SPD should be retained by you for your future reference.

   No provision of the Qwest Pension Component or this SPD gives any employee any right of continued employment or in any way prohibits CenturyLink from changing the terms of the Plan, or from terminating the employment of any employee covered by the Plan.

3. **What if I was a Legacy CenturyLink, Legacy Embarq or Legacy Madison River employee before the Qwest/CenturyLink merger?**

   If you were an employee of Legacy CenturyLink, Legacy Embarq or Legacy Madison River before the merger, you are not eligible to participate in the Qwest Pension Component unless you transfer employment to Legacy Qwest after March 31, 2011 as an Occupational Employee.

4. **How is my prior service recognized if I am an employee of Legacy CenturyLink, Legacy Embarq or Legacy Madison River and I transfer to a position at Legacy Qwest?**

   If you transfer employment from Legacy CenturyLink, Legacy Embarq or Legacy Madison River to Legacy Qwest as an Occupational Employee, you are eligible to participate in the Qwest Pension Component. Your Legacy CenturyLink, Legacy Embarq or Legacy Madison River service (including service prior to the merger) will be taken into account in determining whether you are eligible to participate in the Plan and will also be credited for Vesting Service and Combined Employment Service (CES). Your prior service will not be recognized for Term of Employment (TOE) or for Pension Calculation Service (PCS).

5. **What if I was a Classic Qwest employee before the U S WEST/Qwest merger?**

   The Qwest Pension Component was maintained as the Qwest Pension Plan by U S WEST prior to the merger in 2000. If you were an employee of Classic Qwest before the merger, you were not eligible to participate in the Qwest Pension Plan prior to January 1, 2001. You will not earn any benefits (or Pension Calculation Service) under the Plan for Classic Qwest service prior to that date. However, your earlier Classic Qwest service (including service prior to the merger) will be taken into account in determining whether you are eligible to participate in the Plan and will also be credited for Vesting Service and Term of Employment (TOE). Effective January 1, 2001, Classic Qwest and its 80% or more owned subsidiaries owned prior to the merger became Participating Companies in the Plan.

6. **Where can I get more information about my pension?**

   Refer to Question 169 – How do I obtain a pension benefit estimate or apply for a Plan benefit.

7. **Where can I find definitions for Defined terms?**

   Definitions for the capitalized terms used in this Summary Plan Description are located under the section “Definitions — Qwest Pension Component” at the end of this document.

PLAN PARTICIPATION

8. **Am I eligible to participate in the Plan?**

   You are only eligible to participate in the Plan if you are a Covered Employee (as described below).

9. **Who is a Covered Employee?**

   In general, a Covered Employee is an employee of a Participating Company who:

   - receives regular and eligible compensation from a Participating Company, and
   - is classified as a regular full-time or part-time employee of a Participating Company, and
   - has completed a one-year period of service (12 consecutive months) beginning on the date your employment starts, and
   - is a Management Employee hired on or before January 1, 2009, or
   - is an Occupational Employee.

10. **Who is not a Covered Employee?**

    In general, the following are not Covered Employees:

    - Legacy CenturyLink employees (Continuing Employees) who participate in another qualified plan sponsored by the Controlled Group; or
    - Effective February 8, 2017, any Employee represented by CWA Local 7203Z; or
    - Effective May 23, 2016, and Employee of the Controlled Group who is categorized in the Controlled Group payroll system as a Project Based Employee; or
    - Effective January 1, 2010, Management Employees hired after January 1, 2009; or
    - Prior to January 1, 2008, an Occupational Employee of El Paso County Telephone Company; or
    - Effective January 1, 2007, Employees from non-U. S. subsidiaries or non-U.S. affiliates of Qwest who are assigned to work for finite periods of time while on a U. S. company payroll; or

- Effective January 1, 2007, Employees hired on or after January 1, 2007 to work on U. S. government contracts that specifically deny eligibility to participate; or
- Prior to January 1, 2001, an employee of Classic Qwest, or
- Effective August 16, 1998, an Occupational Employee in a student classification; or
- A Temporary employee, or
- A "leased employee" as defined in Internal Revenue Code Section 414(n); or
- A non-resident alien employed outside the United States.

11. When do I complete one year of service for purposes of eligibility to participate?

If you are a Covered Employee, you complete a one-year Period of Service on the first anniversary of the date your employment with a Participating Company begins.

If your employment with Qwest terminates before you complete a one-year Period of Service and you are reemployed by Qwest within one year (if management, re-employed prior to January 1, 2010), you will become a Participant on the later of the date you are rehired or the anniversary of your first hire date. However, if you are not reemployed within one year, you will be required to complete a one-year Period of Service beginning on the date you are rehired.

If you have become a Participant, terminate employment and are then reemployed by a Participating Company, you will become a Participant again on your reemployment commencement date if you are a Covered Employee. After January 1, 2009, only Occupational Employees can become Participants.

12. Who is a leased employee?

A "leased employee" is an individual who does work for CenturyLink on a contract basis (either directly or through a third-party agency). These individuals are not paid through the Company's regular payroll. If a leased employee later becomes a Covered Employee, service as a leased employee may be credited under this Plan only for Vesting Service and for determining eligibility to participate if you have at least a year of continuous service. Service as a leased employee will not be credited under this Plan for purposes of Pension Calculation Service or Term of Employment.

TERM OF EMPLOYMENT (TOE)

Your Term of Employment (TOE) is used to determine your eligibility for certain types of special pension benefits, such as a service pension under the Old Management Formula (OMF) and the formulas in effect for Occupational Employees hired or rehired prior to January 1, 2009. TOE is not used to determine benefits under the Defined Lump Sum (DLS) formula or the Account Balance Formulas (ABF) (Management and Occupational Employees).

Your Pension Calculation Service (PCS), which is very similar to TOE, is used to determine the amount of your pension under specific formulas. (Refer to "Pension Calculation Service" for more information). Vesting Service is used to determine when you have a non-forfeitable right to your pension (refer to "Vesting Service" for more information).

Combined Employment Service (CES) is used to determine your total accrued pension benefit if you have eligible service with Legacy CenturyLink, Legacy Embarq or Legacy Madison River (refer to "Combined Employment Service" for more information).

13. What is Term of Employment?

In general, TOE is a period of continuous employment, as reflected in the Company's official service records, in the service of one or more Participating Companies. It is relevant for determining whether you are eligible to receive a service pension under certain Occupational formulas and the Old Management Formula ("OMF") or whether you are eligible to receive a Disability Pension under certain Occupational formulas. Service pensions are not applicable under the Defined Lump Sum ("DLS") formula or the Account Balance Formulas (“ABF”). The explanation and bridging rules described below apply only to TOE.

Your TOE is measured in terms of completed years, months, and days of employment with Qwest. Unless you bridge your prior service (as described below), TOE is equal to your service starting from your most recent date of hire by Qwest through the date that employment ends with Qwest.

Note: Employment with Legacy CenturyLink, Legacy Embarq or Legacy Madison River does not count towards TOE. Employment prior to January 1, 2001 with Classic Qwest counts as TOE. Similarly, service with Telera or Qwest Cyber. Solutions prior to the time they became Participating Companies counts as TOE.

14. For what types of service will I receive TOE credit?

In most cases, an approved leave of absence provides credit towards TOE for up to 30 days. For certain leaves of absence, you may earn TOE for additional service credit beyond 30 days. In general, you will not earn TOE credit for a period while on a leave of absence unless you return to employment immediately at the end of the leave. However, the Surplus Transitional Leave of Absence for Occupational Employees (STLA), and union leaves do not require reemployment at the conclusion of the leave of absence. When applying for any leave of absence, you should consider the effects of the leave of absence for purposes of TOE.

Upon your return to work, TOE is granted for the entire period of an approved leave of absence for:

- Care of Newborn, Adopted, Foster Child, or Family Care Leave of Absences if reinstated from the leave on or after September 29, 1995, and
- Military Leaves.

TOE also includes periods of time while you receive Short Term Disability Benefits from the CenturyLink Disability Plan. However, it does not include any periods of time during which you receive a disability pension under this Plan, including Modified Disability Pension Program (MDPP) benefits.

As a general rule, you will not earn any TOE credit for periods of time when you are not a Covered Employee. Exceptions to this rule however are certain acquisitions and certain layoff situations. Management Employees hired after January 1, 2009 are not Covered Employees but may receive TOE credit for certain other purposes outside the Plan.

For other employment periods that may be included in your TOE date under the Plan, see the “Divestiture /Mandatory Portability Agreement (MPA)” section of this SPD.

Note: Your TOE is subject to verification by the Plan upon your termination from employment to ensure all periods of employment and all leaves of absence are properly accounted for.

15. What happens if I’m laid off from a Legacy Qwest Company as an Occupational Employee?

If you are an Occupational Employee who is involuntarily laid off from a Legacy Qwest Company and return to work at a Legacy Qwest Company as an Occupational Employee within six months or less, you are not considered to have terminated employment. You will immediately be credited with your previous TOE, including the period of the layoff.

- If you are reemployed by a Legacy Qwest Company after six months, but within two years after the date you are involuntarily laid off from a Legacy Qwest Company, prior TOE is restored upon reemployment, but TOE is not credited for any portion of the layoff.
- If you are reemployed by a Legacy Qwest Company after two years from the date you were involuntarily laid off by a Legacy Qwest Company, you are considered as having a break in TOE at the beginning of the layoff and the regular bridging rules described below apply.

Effective January 1, 2006, Occupational Employees who voluntarily terminate employment and receive a severance benefit under a voluntary occupational separation program and who are subsequently reemployed as an Occupational Employee are subject to the regular bridging rules described below.

Regular Bridging Rules

- **Six-month bridging rule —** If you are reemployed by a Legacy Qwest Company after a TOE break of six months or less, your previous TOE will be credited immediately, but your time away from work will not be credited (time will be credited for involuntary layoffs as described above).
- **Three-year bridging rule** is in effect for employees who are awaiting a bridge of prior service on or after January 1, 1999. If you had at least six months of TOE when your prior employment terminated with a Legacy Qwest Company and you are rehired by a Legacy Qwest Company after a break of more than six months, your prior TOE will not be recognized until you complete a three- year-period of continuous service. In all cases, your time away from work will not be credited.

If your employment as a Management or Occupational Employee with a Legacy Qwest Company ends and you are subsequently reemployed by a Legacy Qwest Company as an Occupational Employee, your prior TOE will not be counted unless you meet the TOE bridging rules described above. These bridging rules restore previous TOE if you are reemployed in accordance with the above rules.

16. As a Management Employee, when will I receive TOE credit for prior periods of employment with Qwest?

If your employment as a Management or Occupational Employee with Qwest ends and you are subsequently reemployed as a Management Employee by Qwest, your prior TOE (if you had at least six months of prior TOE) will be immediately recognized. Your time away from employment with Qwest will not be counted as TOE. For additional information, please see Question 23.

Exception for involuntary layoff: If you are involuntarily laid off from a Legacy Qwest Company and return to work at a Legacy Qwest Company within six months or less, you are not considered to have terminated employment. You will immediately be credited with your previous TOE, including the period of the layoff.

COMBINED EMPLOYMENT SERVICE (CES)

Combined Employment Service is used to determine eligibility to participate, to vest in your pension benefit and to meet service pension eligibility under the terms of the Plan. CES is not used for Pension Calculation Service or any other service component in the calculation of the pension benefit. CES is calculated using all eligible service (vesting service or credited service, as applicable) from a Non-Participating company (Legacy CenturyLink, Legacy Embarq and Legacy Madison River) plus eligible Legacy Qwest Term of Employment.

17. What service will be considered if I transfer to or from a Legacy CenturyLink Company to Legacy Qwest as an Occupational Employee?

Combined Employment Service will be recognized if you transfer between the Legacy companies as an Occupational Employee. Your Combined Employment Service is used for eligibility, for participation, vesting, and to meet service pension eligibility criteria.

Note: If you transfer from a Participating Company to a Non-Participating Company and are later reemployed by a Participating Company, the period of service at the Non-Participating Company will be considered to be a break in service. Neither TOE nor Pension Calculation Service will be granted for service purposes at the Non-Participating Company.

PENSION CALCULATION SERVICE (PCS)

PCS is used to determine the amount of your pension under the formulas in effect for Occupational

Employees hired or rehired prior to January 1, 2009 and the Old Management Formula (OMF). PCS is not used in the calculation of the Defined Lump Sum (DLS) formula or the Account Balance Formulas (ABF) (Management and Occupational Employees).

Important Note: Management Employees whose pension benefits are determined under the OMF will not earn additional PCS after December 31, 2000, if you are not a Protected Participant. Protected Participants will not earn PCS after the earlier of December 31, 2009 or your termination of employment.

18. How does PCS differ from TOE?

Pension Calculation Service is used to calculate the amount of your pension under the OMF and the formulas in effect for Occupational Employees hired or rehired prior to January 1, 2009. It is similar, but not identical to, TOE. Some differences include (1) if you have a break in service, the breaks in service and bridging rules for vesting (see Vesting Service), rather than TOE, will apply for purposes of determining Pension Calculation Service; and (2) Pension Calculation Service (but not TOE) will be prorated for any part-time service during your career (except for purposes of calculating the occupational supplemental monthly pension benefit, if applicable).

19. Does my service with Legacy CenturyLink, Legacy Embarq or Legacy Madison River count towards my PCS?

Employment with Legacy CenturyLink, Legacy Embarq or Legacy Madison River does NOT count as PCS for any purpose under this Plan. Employment with Legacy CenturyLink, Legacy Embarq or Legacy Madison River may count for Combined Employment Service (CES) if you transfer to Legacy Qwest as an Occupational Employee.

20. Will I earn any additional pension benefits if I transfer from a Legacy CenturyLink Company to Legacy Qwest as a Management/non-bargained employee?

If you transfer employment from a Legacy CenturyLink Company to Legacy Qwest as a Management/non-bargained employee, your accrued pension benefit does not transfer to Legacy Qwest. Your accrued pension, if any, remains with the Plan where it was earned and you do not earn additional pension benefits while employed at Legacy Qwest. However, the period of employment while at Legacy Qwest will be included in your Combined Employment Service when you terminate employment.

21. Does my service with Classic Qwest count towards my PCS?

Employment prior to January 1, 2001 with Classic Qwest does NOT count as PCS. Neither does service with Telera prior to August 6, 2001 or Qwest Cyber.Solutions prior to May 16, 2002.

22. Does my service as an Occupational Employee with El Paso County Telephone Company count towards my PCS and my TOE?

Employment with El Paso County Telephone Company as an Occupational Employee prior to January 1, 2008 does NOT count as PCS. This service does count for TOE under the Plan.

23. What happens to my TOE and PCS if my pension benefits are transferred to another pension plan due to a sale of a Qwest business unit?

If your pension benefits are transferred to another pension plan and you later become employed by Qwest, you cannot bridge your earlier TOE or PCS under any circumstances, even if you remain employed by Qwest for three or more years. None of the bridging rules apply to you with respect to your TOE and PCS prior to the transfer; thus the prior TOE and PCS are ignored upon reemployment. These rules apply to persons whose benefits were transferred to the MediaOne Group plan, AirTouch plan, or the Dex Media plan, among others.

24. If I am an Occupational Employee will I earn PCS for service after age 65?

If you are an Active Occupational Employee of a Participating Company and you work beyond age 65, your pension will continue to accrue based on the provisions of the Plan. Management Employees do not earn PCS after December 31, 2009.

25. Will I earn PCS for service as a Management Employee after December 31, 2009?

No. The pension benefit calculated under the OMF will not include additional PCS for service after December 31, 2009.

VESTING SERVICE

26. What is Vesting Service?

‘‘Vesting Service’’ means your periods of service considered in determining whether you are vested in (or have a right to receive) your pension benefit. If you are not vested in your pension at the time you terminate employment with the Controlled Group, you will not be eligible to receive a pension.

For purposes of vesting, a Period of Service begins on your Employment Commencement Date (or Reemployment Commencement Date) and ends on your Severance Date. If you terminate employment with the Controlled Group and are rehired by the Controlled Group your prior service may be counted in certain circumstances (see questions regarding breaks in service).

For purposes of vesting, your Period of Service includes service with Qwest. In addition, if you are employed by the Controlled Group on or after April 1, 2011, employment prior to April 1, 2011 with Legacy CenturyLink Companies counts as Vesting Service and employment prior to January 1, 2001 with Classic Qwest counts as Vesting Service.

27. When am I vested in my pension?

Vesting for Occupational Employees hired on and after January 1, 2009 is based upon completing three years of vesting service. Prior to January 1, 2009, you are considered to be vested in your pension if you complete five years of vesting service.

Management Employees hired after January 1, 2009 will not participate in the Plan; therefore, vesting does not apply. Prior to January 1, 2009, you were vested in the Account Balance Formula for Management Employees benefit upon completing one year of service and becoming a Participant.

28. What is a break in Vesting Service?

A break in Vesting Service occurs when you incur a One-Year Period of Severance. A Period of Severance of less than one year will be ignored and instead will be counted towards Vesting Service (and participation, if you were not a Participant). A Period of Severance does not count for purposes of PCS or TOE.

29. How does a break in service affect my vesting and pension?

If you are vested when you terminate employment, you will always be vested.

If you are a non-vested employee and incur a Period of Severance of less than one year, you will immediately receive vesting credit and credit towards participation for the Period of Severance and the prior vesting credit upon reemployment by the Controlled Group.

If you are a non-vested employee and incur a One-Year Period of Severance, upon reemployment by the Controlled Group you will not receive credit for vesting and participation for the Period of Severance. You will receive credit for prior vesting service if (1) you subsequently complete a One Year Period of Service and (2) the number of One-Year Periods of Severance is less than five. If the number of One- Year Periods of Severance is five or more, then your prior vesting service will only bridge upon bridging of your Term of Employment under the TOE bridging rules. If your prior vesting service does not bridge, you will lose credit for your prior PCS and DLS Percentage Credits (if applicable).

30. **Will I receive vesting credit for service at a Non-Participating Company?**

Your service worked at a Non-Participating Company will be counted toward vesting credit in accordance with the rules above. However, service at a Non-Participating Company will not be credited as PCS or TOE.

For other employment periods that may be included for purposes of vesting under this Plan, see the section “Divestiture/ Mandatory Portability Agreement” if you were employed by a Regional Bell System Operating Company (RBOC) on December 31, 1983 and were eligible.

PENSION BENEFITS AVAILABLE TO OCCUPATIONAL EMPLOYEES

31. **Who is an Occupational Employee?**

You are an Occupational Employee if you are:

- An Employee in a bargaining unit represented by a union which has agreed to the terms of this Plan; or
- An Employee whose position is subject to automatic wage progression; or
- An Employee whose pay is not stated in terms of a monthly or annual rate.

32. **How do I know whether my pension benefit will be determined under the formulas for Occupational Employees hired or rehired prior to January 1, 2009 or under the Account Balance Formula?**

Effective January 1, 2009, Occupational Employees who are hired or rehired on or after that date are covered by the Account Balance Formula (ABF) for Occupational Employees. Pension benefits for other Occupational Employees hired or rehired before January 1, 2009, are determined under the prior formulas.

You are covered by the ABF for Occupational Employees if you are:

- A Management Employee of Legacy Qwest who is hired or rehired after December 31, 2008 who transfers to an Occupational position, or
- A Legacy CenturyLink, Legacy Embarq or Legacy Madison River employee who transfers to Legacy Qwest as an Occupational Employee after March 31, 2011, or
- A Management Employee of Legacy Qwest who was hired or rehired prior to January 1, 2009 and who transfers to a Legacy Qwest Occupational position after April 30, 2015.

33. **Do all Occupational Employees receive the same pension benefits?**

No. There are different formulas based on job titles and dates of hire or rehire. Special rules apply for certain Sales Employees including:

- Sales Consultants,
- Center Sales Associates, and
- Center Sales and Service Associates

You receive benefits based on the Account Balance Formula for Occupational Employees if you are:

- An Occupational Employee hired or rehired on or after January 1, 2009, or
- A Management Employee of Legacy Qwest who is hired or rehired after December 31, 2008 who transfers to an Occupational position with Legacy Qwest, or
- A Legacy CenturyLink, Legacy Embarq and Legacy Madison River employee who transfers to Legacy Qwest as an Occupational Employee after March 31, 2011, or

- A Management Employee of Legacy Qwest who was hired or rehired prior to January 1, 2009 and who transfers to a Legacy Qwest Occupational position after April 30, 2015.

Effective January 1, 2010, Occupational Employees in the job titles listed below receive benefits based on the Account Balance Formula for Occupational Employees. Prior to January 1, 2010, these Occupational Employees received benefits based on the Account Balance Formula for Management Employees.

- Outside Sales Representative
- Retail Sales Associate
- Retail Sales and Services Associate
- Retail Senior Sales Associate

34. Are all Occupational Employees eligible to receive pension benefits?

Yes — if they are eligible and vested in accordance with Plan terms. However, Occupational Employees employed by El Paso County Telephone Company prior to January 1, 2008 did not participate in the Plan. In general, these employees did not receive Pension Calculation Service (PCS) for this service. However, this period of time is considered for purposes of participation, vesting, and TOE.

Effective January 1, 2008, El Paso County Telephone Company Occupational Employees started participating in the Plan.

Note: If you are not a Covered Employee, you are not eligible to participate in the Qwest Pension Component.

PENSION BENEFITS AVAILABLE TO OCCUPATIONAL EMPLOYEES WHO ARE NOT SALES EMPLOYEES

This section applies if you were hired or rehired prior to January 1, 2009 as an Occupational Employee.

If you were hired or rehired after January 1, 2009 as an Occupational Employee, or you were a Legacy Qwest Management Employee hired or rehired after December 31, 2008 and transferred to a Legacy Qwest Occupational position, or you transferred to Legacy Qwest as an Occupational Employee from Legacy CenturyLink, Legacy Embarq or Legacy Madison River on or after April 1, 2011, or you were a Management Employee hired or rehired prior to January 1, 2009 and you transferred from a Legacy Qwest Management position to a Legacy Qwest Occupational position after April 30, 2015, see the information about your pension benefit under the section "Account Balance Formula (ABF) for Occupational Employees".

Note: If you are in one of the job titles listed below, please see Pension Benefits for Management Employees for service prior to January 1, 2010. For service after December 31, 2009, refer to information about your pension benefit under the section "Account Balance Formula (ABF) for Occupational Employees".

- Outside Sales Representative
- Retail Sales Associate
- Retail Sales and Services Associate
- Retail Senior Sales Associate

35. How is my pension benefit determined if I am an Occupational Employee hired or rehired prior to January 1, 2009 and I am not a Sales Employee?

If you are not a Sales Employee and you are an Occupational Employee who was hired or rehired prior to January 1, 2009, your pension benefit is based on the pension band assigned to your job title and your Pension Calculation Service ("PCS"). Your basic monthly pension is calculated by using the pension band rate for the pension band assigned to your position (located in the chart below) multiplied by your PCS to calculate your pension as a Single Life Annuity payable monthly beginning at age 65.

The following pension bands and associated pension band rates are effective October 12, 2008. Special rules apply if you terminate employment with Qwest and are reemployed by Qwest. Different rates applied if you retired or terminated employment from a Participating Company before October 12, 2008.

Pension Band	Pension Band Rate for Terminations on and after October 12, 2008
99	$32.52
100	$33.94
101	$35.41
102	$36.94
103	$38.42
104	$39.94
105	$41.42
106	$42.89
107	$44.43
107A	$45.31
108	$45.95
109	$47.40
110	$48.91
111	$50.41
112	$51.88
113	$53.41
114	$54.87
118	$60.85
119	$62.38
120	$63.86
121	$65.32
122	$66.85
123	$68.32
124	$69.78
125	$71.30
128	$75.80

Example:

A Qwest Corporation - CWA (Communications Workers of America) employee terminates employment from a job title assigned to pension band 120 with Pension Calculation Service of 31 years.

The basic monthly pension benefit calculation is:

Monthly Pension Factor for Pension Band 120		Pension Calculation Service		Basic Monthly Pension Benefit
$63.86	times (x)	31 years	equals (=)	$1,979.66 paid as a Single Life Monthly Annuity (A Single Life Annuity means payments are made for your life time and end upon your death.)

36. Which types of differentials and special payments are included in the supplemental monthly pension calculation for Occupational Employees hired or rehired prior to January 1, 2009?

You may be eligible for a supplemental monthly benefit if you receive any of these supplemental payments as an Occupational Employee during the three calendar years prior to the year of your termination of employment (last day on payroll) from Qwest:

- In-charge allowances.
- Extra payments for the first 12 months of a temporary assignment or temporary promotion to a higher grade or a supervisor position. These payments count only if they are made during the three calendar years prior to your year of termination of employment (last day on payroll); they do not count if they are made earlier. In addition, except for temporary promotions to a Management position on or after January 1, 2001, payments after the first 12 months do not count even if they occur during the three years prior to your year of termination of employment.
- Evening, night, and daily differential payments to all employees whose work tour falls wholly or partially within the stated differential period.
- Job differentials (except as excluded below).

Some special payments that are NOT included in the calculation of the supplemental pension are:

- Differential payments considered in collective bargaining agreements as basic pay in the assignment of a pension band.
- Differential payments paid before a promotion or transfer to a higher pension band when the promoted job has been held for 18 or more months prior to retirement.
- Payments for periods of employment when you are not a Covered Employee.
- Payments for the calendar year in which you terminate employment.
- Payment for unused Vacation. Non - Cash awards.
- Severance payments under the voluntary or involuntary separation programs.
- Payment of the Recruitment and Retention Allowance.
- Overtime.

37. What is the formula used to determine the supplemental monthly pension benefit?

The formula used to determine your supplemental monthly pension benefit is as follows:

.001	X	Annual Average of Supplemental Payments Received During 3 Calendar Years Prior to Your Year of Termination of Employment	X	Pension Calculation Service	=	Supplemental Monthly Pension Benefit

Example:

A Qwest Corporation – CWA Participant terminates employment from a job title assigned pension band 120 with Pension Calculation Service of 31 years. The employee received supplemental payments during the three calendar years prior to the year of termination of employment.

The supplemental monthly pension benefit for this Participant is calculated as follows:

Determine 3 calendar years prior to year of termination of employment	Add all eligible supplemental payments received	Calculate the annual average of supplemental payments	Pension Calculation Service	Compute supplemental monthly pension benefit	Supplemental monthly pension Benefit
	In Charge $300 Differential $3,300 Total $3,600	$3,600/3years=$1,200	31 years	[(.001 x $1,200) x 31 years]	$37.20

This employee receives:

Basic Monthly Pension Benefit (from Question 35):	$1,979.66
plus Supplemental Monthly Pension Benefit	37.20
Total Monthly Pension Benefit:	$2,016.86

38. How is my pension benefit adjusted if I am a part-time employee?

If you worked part-time at any time during your employment with Qwest or other Participating Companies, your Pension Calculation Service (PCS) is adjusted. This adjustment to PCS affects the amount of your pension benefit, not your TOE (used to determine Service or Disability Pension Eligibility), your Vesting service or your supplemental pension benefit. The adjustment is based on the actual hours you worked and your classification. Your pension benefit is prorated based on the actual hours you worked compared to regular, full-time employment. If, prior to January 1, 1996, records of actual hours are not available, the ratio will be based on scheduled hours compared to regular full-time hours. However, the Plan will consider appropriate documentation (such as Social Security records or appropriate tax records) if you provide evidence that you actually worked more than the scheduled hours as reflected in official Company records.

Example:

If you worked part-time (20 hours) during your entire career and retired with 30 years of employment, your pension would be calculated using 15 years of Pension Calculation Service (30 years times 20/40); however, because you had 30 years of TOE (which is not prorated), you would be eligible to receive an unreduced service pension.

39. Do interest rates affect the amount of my age 65 monthly Single Life Annuity under the formulas for Occupational Employees hired or rehired prior to January 1, 2009?

No. The pension determined under the formulas for Occupational Employees hired or rehired prior to January 1, 2009 is calculated as an age 65 monthly Single Life Annuity and is not affected by interest rates.

40. Do interest rates affect the amount of my lump sum under the formulas for Occupational Employees hired or rehired prior to January 1, 2009?

Yes. The lump sum calculated under the formulas for Occupational Employees hired or rehired prior to January 1, 2009 is based on the Applicable Interest Rates and Mortality Table in effect on your Pension Effective Date. Lower interest rates produce a larger lump sum and higher interest rates produce a lower lump sum. A pension estimate converts your age 65 annuity to a lump sum using the current month's Interest Rates because the Interest Rates for a projected estimate's Pension Effective Date are unavailable. The final pension amount will be based on the Interest Rates in effect on your Pension Effective Date.

41. What special rules apply if I am promoted?

If you are promoted or transferred to an occupational job with a higher pension band rate prior to your termination of employment as a vested Participant and you remain in the position for 18 months or more, your pension will be calculated using all of your Pension Calculation Service multiplied by the higher pension band rate assigned to that job.

If you are promoted to a job with a higher pension band rate and do not remain in the position for 18 months, your pension benefit will be the sum of the following two pension benefits:

- Pension earned in the position held up to date of promotion (at the pension band rate in effect when your current employment ends); plus
- Pension benefit earned while employed in the position with the higher pension band rate.

Other special rules apply if you had been previously demoted prior to your promotion or if you terminate employment and are rehired into a position with a higher pension band.

42. What special rules apply if I am demoted?

If you are demoted or transferred to a job with a lower pension band prior to your termination of employment as a vested Participant, your pension will be calculated in the following two ways and you will receive the greater of the two benefits:

- Total Pension Calculation Service (when current employment ends) multiplied by the pension band rate (in effect at the time of demotion or transfer) for the position from which you were demoted or transferred; or
- Total Pension Calculation Service (when current employment ends) multiplied by the pension band rate (in effect when current employment from Participating Companies ends) for the pension band in the new position to which you were demoted or transferred.

If you are eligible to receive a service pension at the time you are demoted and your demotion is due to either permanent medical work restrictions or a force surplus condition, and you retire within five years of your demotion, your pension will be calculated at the higher pension band of the job you held before you were demoted (including pension band increases). Other special rules apply after the five-year period ends.

Different rules also apply if you terminate employment and are rehired into a job with a lower pension band.

Note: Special promotion and demotion rules may apply if you had been previously promoted prior to your demotion, or if you are a Sales Employee not covered by the pension band formula. The promotion and demotion rules do not apply to employees covered by the Account Balance Formula for Occupational Employees. The pension determined under the ABF is based on Compensation and Interest Credits.

PENSION BENEFITS AVAILABLE TO OCCUPATIONAL EMPLOYEES WHO ARE SALES EMPLOYEES

This section applies if you were hired or rehired prior to January 1, 2009 and are a Sales Employee.

If you were hired or rehired after January 1, 2009 as an Occupational Employee, or you were a Legacy Qwest Management Employee hired or rehired after December 31, 2008 and transferred to a Legacy Qwest Occupational position, or you transferred to Legacy Qwest as an Occupational Employee from Legacy CenturyLink, Legacy Embarq or Legacy Madison River on or after April 1, 2011, or you were a Management Employee hired or rehired prior to January 1, 2009 and you transferred from a Legacy Qwest Management position to a Legacy Qwest Occupational position after April 30, 2015, see the information about your pension benefit under the section "Account Balance Formula (ABF) for Occupational Employees".

43. What is the formula for Sales Consultants, Center Sales Associates and Center Sales and Service Associates hired or rehired prior to January 1, 2009?

If you are a Sales Consultant, a Center Sales Associate or a Center Sales and Service Associate hired or rehired prior to January 1, 2009 the pension band rate does not apply. Instead, your pension is calculated based on your Final Average Compensation and Pension Calculation Service. Different rules applied if you terminated employment (or ceased to be a Sales Employee under the applicable formula) before August 19, 2001.

The formula used to determine your basic monthly pension is the pension factor (which is based on your Final Average Compensation) times Pension Calculation Service to determine the Single Life Annuity payable monthly beginning at age 65. The following chart sets forth the pension factors.

Pension Factors Based on Final Average Compensation for Terminations On or After August 19, 2001

Monthly Final Average Compensation	Pension Factor	Monthly Final Average Compensation	Pension Factor
$1,500 to $1,599	$21.40	$ 5,000 to $ 5,499	$ 74.80
$1,600 to $1,699	$22.80	$ 5,500 to $ 5,999	$ 81.30
$1,700 to $1,799	$24.10	$ 6,000 to $ 6,499	$ 87.80
$1,800 to $1,899	$25.30	$ 6,500 to $ 6,999	$ 94.30
$1,900 to $1,999	$27.60	$ 7,000 to $ 7,499	$ 100.80
$2,000 to $2,249	$30.90	$ 7,500 to $ 7,999	$ 107.30
$2,250 to $2,499	$34.20	$ 8,000 to $ 8,499	$ 113.80
$2,500 to $2,749	$37.40	$ 8,500 to $ 8,999	$ 120.30
$2,750 to $2,999	$40.70	$ 9,000 to $ 9,499	$ 126.80
$3,000 to $3,249	$43.90	$ 9,500 to $ 9,999	$ 136.50
$3,250 to $3,499	$47.20	$10,000 to $10,999	$ 149.50
$3,500 to $3,749	$50.40	$11,000 to $11,999	$ 162.50
$3,750 to $3,999	$55.30	$12,000 to $12,999	$ 175.50
$4,000 to $4,499	$61.80	$13,000 to $13,999	$ 188.50
$4,500 to $4,999	$68.30	$14,000 and above	$ 201.50

Final Average Compensation means the average monthly compensation paid to an Occupational Employee during the 60 consecutive calendar months for which the compensation was highest within the last 120 consecutive calendar months immediately preceding the date employment ends (or, if earlier, the date you are no longer a Sales Employee under the applicable formula). For purposes of determining your Final Average Compensation, special rules apply if you receive PCS for a period of unpaid absence or you did not receive PCS for a period of absence. In addition, other rules apply with respect to certain lump sum bonus payments, incentive and differential payments, overtime, internet incentives and commissions; these rules generally spread the payments over certain months of employment.

- Compensation for Sales Consultants, Center Sales Associates, and Center Sales and Service Associates means base pay, certain monetary sales incentives, overtime and Short Term Disability payments, but excludes all other compensation.
- Any compensation paid after you cease to be a Sales Employee under the applicable formula is excluded.
- The amount of your compensation included for these purposes shall not exceed the limits imposed by the Internal Revenue Code as periodically adjusted ($260,000 per year for 2014).

Example:

A Sales Consultant employee represented by the Communications Workers of America (CWA) retires at age 55 with Pension Calculation Service of 25 years. Assume the employee's Final Average Compensation during the last 60 consecutive months totaled $232,000 and that this was the highest 60 consecutive months.

The basic Single Life Annuity (SLA) monthly pension benefit calculation is:

- Final Average Compensation = $232,000 divided by 60 months = $3,867 per month
- Calculate Basic Monthly Pension Benefit as follows:

Pension Factor for Final Average Compensation (from table)	X	Pension Calculation Service	=	Basic Monthly Pension Benefit
$55.30	times (x)	25 years	equals (=)	$1,382.50

44. Do interest rates affect the amount of my age 65 monthly Single Life Annuity under the formula for Occupational Sales Employees hired or rehired prior to January 1, 2009?

No. The pension benefit determined under the formula for Occupational Sales Employees hired or rehired prior to January 1, 2009 is calculated as an age 65 monthly and is not affected by interest rates.

45. Do interest rates affect the amount of my lump sum under the formula for Occupational Sales Employees hired or rehired prior to January 1, 2009?

Yes. The lump sum calculated under the formula for Occupational Sales Employees hired or rehired prior to January 1, 2009 is based on the Applicable Interest Rates and Mortality Table in effect on your Pension Effective Date. Lower interest rates produce a larger lump sum and higher interest rates produce a lower lump sum.

46. How were pension benefits calculated if I terminated employment with Qwest (or ceased to be a Sales Employee) before August 19, 2001?

While the formula was generally the same, there were two important differences. First, in most cases, the formula was not based on Final Average Compensation. Instead, it was based on your average monthly earnings from Participating Companies for the five calendar years prior to the year that your employment from a Participating Company ended (or, if earlier, the date you were no longer a Sales Employee). Second, the monthly pension factors in effect prior to August 19, 2001 were different.

ACCOUNT BALANCE FORMULA (ABF) for:

- **OCCUPATIONAL EMPLOYEES HIRED OR REHIRED ON AND AFTER JANUARY 1, 2009,**
- **MANAGEMENT EMPLOYEES HIRED OR REHIRED AFTER DECEMBER 31, 2008 WHO TRANSFER TO A LEGACY QWEST OCCUPATIONAL POSITION,**
- **EMPLOYEES OF LEGACY CENTURYLINK, LEGACY EMBARQ OR LEGACY MADISON RIVER WHO TRANSFER TO LEGACY QWEST AS AN OCCUPATIONAL EMPLOYEE AFTER MARCH 31, 2011, and**
- **LEGACY QWEST MANAGEMENT EMPLOYEES HIRED OR REHIRED PRIOR TO JANUARY 1, 2009 WHO TRANSFER TO A LEGACY QWEST OCCUPATIONAL POSITION AFTER APRIL 30, 2015**

47. What is the ABF?

Starting January 1, 2009, the Occupational formulas discussed previously are not applicable. Instead, the Account Balance Formula (ABF) for Occupational Employees applies to the following employees:

- Active Occupational Employee hired or rehired after December 31, 2008; or
- Active Management Employee hired or rehired after December 31, 2008 and who transfers to a Legacy Qwest Occupational position; or
- Employees who transferred from Legacy CenturyLink, Legacy Embarq or Legacy Madison River to Legacy Qwest as an Occupational Employee after March 31, 2011; or
- Management Employees who were hired or rehired prior to January 1, 2009 and who transfer to a Legacy Qwest Occupational position after April 30, 2015.

The ABF benefit is calculated as a lump sum payable at the time you terminate employment, if vested. At the end of each year you receive Compensation Credits equal to 3% of your eligible Compensation. Then, each January thereafter, your Account is credited with Interest Credits based on the 30-year Treasury Rate.

Effective January 1, 2010, each Occupational Employee in the job titles listed below is eligible to receive a pension based on this section. Pension benefits for service prior to January 1, 2010 are based on the Account Balance Formula for Management Employees, even though the employees in the job titles were Occupational Employees. (Prior to January 1, 2010, these titles showed in the Company's record system as Management so that their pension benefit is calculated appropriately in the ABF formula.) The benefits are determined in the same manner under both the Account Balance Formula for Management Employees and the Account Balance Formula for Occupational Employees.

- Outside Sales Representative
- Retail Sales Associate
- Retail Sales and Services Associate
- Retail Senior Sales Associate

48. What is the vesting requirement under the ABF?

You are vested in this ABF pension benefit after you have completed three years of employment.

49. How do I earn Compensation Credits?

The Plan creates an Account on your behalf. The Account is simply a recordkeeping entry – no assets are allocated to the Account. At the end of each year (all references to "year" mean calendar year) that you work for Qwest, your Account will be credited with an amount equal to 3% of your eligible Compensation paid that year as long as you continue working for Qwest as a Covered Employee.

Example:

You earn eligible Compensation of $45,000 during the year. On December 31 of that year, you receive a Compensation Credit of $1,350.

In calculating the ABF benefit, eligible Compensation generally means:

- Salary or wages;
- Certain differential payments;
- Overtime;
- Short Term Disability payments;
- Commissions and bonuses to the extent these various amounts are included in your taxable income.

Eligible Compensation also includes:

- Pre-tax contributions made to a Company-provided benefit plan.

Compensation DOES NOT include:

- Contributions to, or distributions from, deferred compensation plans;
- Amounts realized due to the exercise of non-qualified or incentive stock options;
- The sale, exchange, or other disposition of stock acquired under a stock option;
- Amounts realized in connection with restricted stock or other restricted property (including income when the restrictions lapse or the property becomes transferable);
- Other amounts that receive special tax benefits (including premiums for group term life insurance);
- Reimbursements or expense allowances;
- Fringe benefits;
- Voluntary or Involuntary Separation Plan payments;
- Unused vacation buyout payments;
- Hiring bonuses;
- Stay or retention payments;
- Recruitment and retention allowance payments;
- Non-cash awards;
- Gross-up amounts;
- Moving expenses or welfare benefits.

Finally, it DOES NOT include any amounts earned while you are:

- An employee of Legacy CenturyLink, Legacy Embarq or Legacy Madison River;
- not a Covered Employee;

- a Management Employee;
- an Occupational Employee hired or rehired prior to January 1, 2009;
- earning pension benefits under the Occupational formulas in effect prior to January 1, 2009, the OMF, the DLS formula, or the ABF for Management Employees.

You will not earn any Compensation Credits while employed with Non-Participating Companies, or while you were not a Covered Employee, or, for periods of employment when you did not receive eligible compensation.

50. How are my Interest Credits calculated?

Each January your account balance is credited with an Interest Credit based on the Treasury Rate. The Treasury Rate is the average of the 30-year Treasury interest rates in effect during August through December of the prior year. The amount of this Interest Credit is based on your account balance at the end of the prior year. For example, an end of year account balance assuming a 4% Interest Credit and a $1,500 Compensation Credit is calculated as follows:

Account Balance December 31 Prior Year:	$1,350.00
plus Interest Credit on Balance:	54.00
plus Compensation Credit for Current Year:	1,500.00
Account Balance, December 31 Current Year:	$2,904.00

Note: Interest Credits will continue to be applied annually under the ABF until you terminate employment and elect to receive your pension.

51. Do I receive Compensation Credits if I terminate employment before the end of a year?

Yes. If you terminate employment during the year, you will receive a Compensation Credit equal to 3% of your eligible Compensation for the year paid through the date you terminate employment or in any of the three months following such Termination.

52. Will I receive Compensation Credits for periods of employment before January 1, 2009?

No. The pension benefit under this formula begins with employment on or after January 1, 2009. No pension benefits will be earned under the ABF for periods of employment prior to January 1, 2009.

53. How does part-time employment affect my ABF benefits?

The Account Balance Formula benefit is based on actual earned eligible compensation. Pension Calculation Service is not used in the calculation. Therefore, the pension benefit is not adjusted for part-time employment based on service.

54. Do interest rates affect the amount of my lump sum under the ABF?

No. The Account Balance Formula calculates your pension as a lump sum on the Annuity Starting Date. This lump sum amount is not affected by interest rates.

55. Do interest rates affect the amount of my age 65 monthly Single Life Annuity under the ABF?

Yes. Your age 65 monthly Single Life Annuity under the Account Balance Formula is calculated at your Annuity Starting Date. The Applicable Interest Rates and the Applicable Mortality Table at your Annuity Starting Date are used in the conversion of the Account Balance Formula lump sum to the monthly annuity. Higher interest rates produce a larger monthly annuity and lower interest rates produce a lower monthly annuity.

56. How are monthly annuity payments determined under the ABF?

The ABF benefit is calculated as a lump sum which continues to increase with annual Interest Credits until the time you start receiving your pension. This applies even if you wait for a period of time after your termination of employment to receive your pension. If you choose to receive your ABF benefit in the form of a monthly annuity, your lump sum will be converted to an annuity based on your age, the Applicable Interest Rates and the Applicable Mortality Table in effect on your Annuity Starting Date.

For example, assume that you are age 45 when you terminate employment with CenturyLink and the value of your Account Balance Formula lump sum is $30,000. You choose to begin receiving monthly annuity payments immediately in the form of a Single Life Annuity. At the time you terminate employment with CenturyLink, the Applicable Interest Rates are 3.31%, 5.19%, and 5.68%. The annuity conversion factor for these Applicable Interest Rates and Applicable Mortality Table for an employee who is 45 years old and starts a pension immediately is 0.06180. The monthly benefit payable at age 45 as a Single Life Annuity is $154.50 as calculated below:

Monthly annuity at age 45 = $30,000.00 X 0.06180 ÷ 12 = $154.50

If you elect a different annuity form of payment, the monthly Single Life Annuity is reduced to reflect the form of benefits elected. If you request a pension estimate and the Applicable Interest Rates for your planned retirement date are not available, you estimated monthly annuity amount will be based on the Interest Rates in effect during the month that you request the estimate because the Interest Rates for this projected estimate's Annuity Starting Date are unavailable. Please realize this is only an estimate and will be subject to verification. Your final pension amount may change based on the actual Interest Rates in effect on your Annuity Starting Date and the verification of your data.

57. What happens to my ABF benefit if I don't elect to receive my pension when I terminate employment with the Company?

You will continue to receive Interest Credits under the Plan until the earlier of your Annuity Starting Date or when you turn age 65.

DISABILITY PENSIONS FOR OCCUPATIONAL EMPLOYEES HIRED OR REHIRED PRIOR TO JANUARY 1, 2009

58. Is an Occupational Participant eligible to receive a disability pension?

As an Occupational Participant, you are eligible to receive a disability pension if you meet all of the following requirements:

- You were hired or rehired prior to January 1, 2009.
- You have completed TOE of at least 15 years.
- You are totally disabled, as defined by the CenturyLink Disability Plan and determined by the Disability Plan administrator, as a result of sickness or injury.
- Your disability continues through the expiration of maximum Company-provided Short Term Disability benefits.
- Your employment ends as a result of your total disability.

A disability pension is payable as long as you continue to be "disabled" as defined by the CenturyLink Disability Plan and remain eligible for benefits under the Disability Plan or until you attain age 65, whichever is earlier.

Notes:

- A Participant who is covered by the ABF **is not** eligible to receive a disability pension.
- A Participant who is rehired after December 31, 2008 and who has a vested accrued pension benefit as described in Question 145, is eligible for a disability pension on the vested accrued pension benefit described in Question 145.

59. How is the amount of a disability pension determined?

The amount of your disability pension is the same as your regular pension benefit, except there is no reduction if your disability pension starts before age 55. You cannot elect to receive a lump sum distribution of your disability pension.

60. Will I receive a disability pension if I am also eligible to receive a service pension?

If you become disabled (as defined by the CenturyLink Disability Plan) and you are an Occupational Participant eligible to receive a service pension, you will receive a service pension at the expiration of Short Term Disability benefits instead of a disability pension. Like a disability pension, this service pension will not be reduced for early payment if you are under age 55. In accordance with the terms of the CenturyLink Disability Plan, any long-term disability benefit you receive under the CenturyLink Disability Plan will be offset by any pension benefit you are eligible to receive under the Plan (calculated as an immediate monthly Single Life Annuity even if you elect a different payment option or defer payment of your pension benefit).

61. What happens if I am not eligible to receive a service pension?

Different rules apply depending upon when you qualify to receive the disability pension. Remember: Participants in the ABF Formula are not eligible for a disability pension.

If you qualify to receive a disability pension on or after January 1, 2002 and you are not Service Pension Eligible, you may elect to receive your regular pension in addition to your disability pension. Your disability pension stops at 65 (or earlier if your disability benefits under the CenturyLink Disability Plan end), and no other disability benefits are payable. No optional forms of payment are available for this disability pension. In addition, you may elect to receive your regular pension at the time that you terminate employment or any later date (up to age 65) in any form permitted under the Plan. In accordance with the terms of the CenturyLink Disability Plan, any long-term disability benefit you receive under the CenturyLink Disability Plan will be offset by any pension you are eligible to receive under the Plan (calculated as an immediate Single Life Annuity even if you elect a different payment option or defer payment of your pension benefit).

Example:

Kathy becomes disabled at age 50 with 15 years of service. Based on her 15 years of service, she has earned a pension benefit of $1,000 per month which would be payable when she turns age 65.

She will begin receiving a disability pension of $1,000 per month immediately and receive it until she is age 65 (or, if earlier, when she is no longer disabled).

In addition, she can elect to receive her regular pension early at age 50 which would be $240 per month for the rest of her life. As described later, this is the $1,000 pension she earned but it is reduced to reflect that her payments started early at age 50. This pension amount of $240 per month will not increase or change.

Or Kathy can wait until a later date to start receiving her regular pension (reduced for early retirement if applicable) for life. If she waits until age 65 to start receiving her regular pension, she will receive a disability pension of $1,000 until age 65 (or, if earlier, when she is no longer disabled), and a regular pension of $1,000 for life starting at age 65.

Alternatively, if Kathy at age 50 elects to simultaneously receive both her regular pension ($240 per month for life) and her disability pension ($1,000 per month until age 65), for a total of $1,240 per month, when she turns age 65, her disability pension will end and she will only be eligible to receive her regular pension ($240 per month for life).

If you qualified to receive the disability pension before January 1, 2002, you will not receive a regular pension (assuming you remain disabled until age 65). Instead, if you are still disabled at age 65, your disability pension will convert to a service pension when you reach age 65. If you begin receiving a disability pension on or after August 13, 1995 and before January 1, 2002, a $1.00 offset per month from the service pension will be effective when you reach age 65 to account for the period in which the disability pension was paid.

If you were granted a disability pension from this Plan, and you become employed by an Interchange Company and you are covered by MPA, your disability pension from this Plan will cease even if you waive portability. You are required to notify the Plan if you become employed if you are receiving a disability pension. If you do not notify the Company, you will be required to repay the Plan for all over-payments you received.

62. What if I receive a payment under a workers' compensation law?

If your Pension Effective Date is July 1, 1998 or later, any workers' compensation award does not affect your disability pension. If your Pension Effective Date is earlier than July 1, 1998 and you receive a payment under any workers' compensation law, any disability pension payable under this Plan will be reduced by the amount of the workers' compensation payment that is attributable to the replacement of lost wages.

WHEN OCCUPATIONAL EMPLOYEES MAY BEGIN RECEIVING THEIR PENSION

63. When may an Occupational Employee who terminates employment with CenturyLink begin receiving their pension?

You may elect to start receiving your vested pension after you terminate employment with the Company effective with your Pension Effective Date.

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 and your termination must be posted in the Controlled Group's official records.** The completed Retirement Kit you return is the appropriately signed application.

Your Benefit Election Form (in the Retirement Kit) must be postmarked by the last day of the election period. If you return your form after this time period, the form is invalid. A new Retirement Kit with a future benefit start date must be requested to begin receiving your pension benefit and your Pension Effective Date will be adjusted.

Consequences of Late Election or Delayed Election: You may also choose to defer receipt of your pension payment until a later date but not later than age 65. If you delay commencing your pension, payments will **not** be made retroactively when you finally decide to retire. You **forfeit** those payments from the date you were eligible for unreduced benefits, and the longer you delay making a valid retirement election the more you forfeit. Refer to the Definitions section at the end of this SPD – Service Pension Eligible. Refer also to Question 120.

Refer to Question 169 for how to request a Retirement Kit. Please keep your address updated with the CenturyLink Pension Service Center to ensure timely receipt of your deferred vested pension (see Question 170).

64. What is a Pension Effective Date and how is it used?

The Pension Effective Date (PED) is the date used to determine the effective date for your pension benefit to begin.

1. If you have attained Normal Retirement Age (generally age 65, see definition of Normal Retirement Age in the definitions at the end of this SPD), your PED is the later of (a) your Normal Retirement Age or (b) the day after your separation from employment with CenturyLink.
2. If you have not yet attained Normal Retirement Age your PED is the day following the day you terminate employment with CenturyLink if you have requested your Retirement Kit at least 30 days

and not more than 180 days in advance of your separation from employment with CenturyLink.

3. In any case other than 1 or 2, your PED is either (a) 30 days following your request for a Retirement Kit or (b) a date determined by the Plan Administrator.

Important Information regarding PED:

- You must initiate a request for a Retirement Kit to have the earliest possible PED. If you do not initiate the request and your employment is terminated, the PED is 30 days after a calculation is run for you by the CenturyLink Pension Service Center.
- In all cases, in order to elect payment of a vested pension before age 65, you must apply by requesting a Retirement Kit
- A Retirement Kit expires 90 days after your PED, and you must then request a new Retirement Kit. The PED is adjusted in the new Retirement Kit.
- See Question 169 for how to request a Retirement Kit.

Notes regarding Normal Retirement Age:

- If you continue to work at CenturyLink after your Normal Retirement Age, the Plan prohibits you from commencing your benefit as long as you remain employed. If eligible, you continue to accrue a benefit. When you terminate your employment with CenturyLink you must then commence your pension benefit immediately. Pension benefits are paid prospectively with your PED (**no** interest and **no** retroactive payments of benefits to Normal Retirement Age because you were employed at that time).
- If you left CenturyLink prior to your Normal Retirement Age, you must commence at Normal Retirement Age. However, if the Plan cannot locate you or does not have valid forms (meaning not expired – they are current and signed) to commence your pension benefit, your pension benefit will be paid retroactive to the date of your Normal Retirement Age when you are located or when you complete the necessary forms in your Retirement Kit.

65. When am I Service Pension Eligible (SPE)?

As an Occupational Employee hired or rehired prior to January 1, 2009, you are eligible to receive a service pension if, at the time you terminate your employment with CenturyLink, you meet the following Modified Rule of 75 age and service requirements:

Retirement Age	Term of Employment
Any age	At least 30 years
50 or older	At least 25 years
55 or older	At least 20 years
60 or older	At least 15 years
65 and older	At least 10 years

Note: SPE criteria does **not** apply to the pension benefit calculated under the ABF for Occupational Employees.

66. Will my pension be reduced if I begin receiving pension benefits before I am 65 (other than Disability Pension)?

In most cases, yes. The amount of your reduction will be based on whether or not you are eligible to receive a service pension and your age at the time pension payments begin. If you are Service Pension Eligible (or eligible to receive a Disability Pension) and are at least 55 years old or you have 30 or more years of TOE, there is no reduction for beginning your payments before age 65. If you meet service pension eligibility criteria and have less than 30 years of service and are not age 55, the pension is reduced for early receipt.

67. If I retire with eligibility to receive a service pension for reasons other than disability, how will my monthly annuity be reduced?

If your employment ends before age 55 and you are eligible to receive a service pension for reasons other than disability and you elect to receive it as a monthly annuity, your monthly service pension annuity will be reduced as follows:

Term of Employment at Retirement	Reduction For Each Full and Partial Month Of Retirement Before 55th Birthday
Less than 30 years	1/2% per month (6% per year)
30 or more years	No reduction

68. If I retire and am not eligible to receive a service pension how will my monthly annuity be reduced?

The following charts show the percentage of your monthly pension that is paid if you elect to receive your deferred vested pension before age 65 and you are not eligible to receive a service pension or a disability pension. The factors are based on your completed years and months of age when payments actually begin. You receive the percentage of your pension benefit represented in the following charts if you elect early payment of your deferred vested pension benefit. For example, if you elect to receive your pension benefit at age 50 as a Single Life Annuity, you will receive 24% of your vested pension benefit that would have been payable at age 65 for your lifetime.

Example:

John terminated employment at age 48 and deferred receipt of his pension. His age 65 monthly annuity is $500 per month as a Single Life Annuity. At age 52 John elected to start receiving his pension as a Single Life Annuity. Therefore, based on the early retirement reduction factors listed in the chart below, John is eligible to receive $140 per month ($500 X .28 = $140) for his lifetime. (The $500 monthly pension payable at age 65 is reduced by 72%.)

If you start receiving your pension benefits on or after age 50:

Single Life Annuity (No Survivor Option)

Completed Years of Age	Completed Months of Age											
	0	1	2	3	4	5	6	7	8	9	10	11
50	.24	.24	.24	.25	.25	.25	.25	.25	.25	.26	.26	.26
51	.26	.26	.26	.27	.27	.27	.27	.27	.27	.28	.28	.28
52	.28	.28	.29	.29	.29	.29	.30	.30	.30	.30	.31	.31
53	.31	.31	.32	.32	.32	.32	.33	.33	.33	.33	.34	.34
54	.34	.34	.35	.35	.35	.35	.36	.36	.36	.36	.37	.37
55	.37	.37	.38	.38	.38	.38	.39	.39	.39	.39	.40	.40
56	.40	.40	.41	.41	.41	.42	.42	.42	.43	.43	.43	.44
57	.44	.44	.45	.45	.45	.46	.46	.46	.47	.47	.47	.48
58	.48	.48	.49	.49	.50	.50	.51	.51	.51	.52	.52	.53

59	.53	.53	.54	.54	.55	.55	.56	.56	.56	.57	.57	.58
60	.58	.59	.59	.60	.60	.61	.62	.62	.63	.63	.64	.64
61	.65	.66	.66	.67	.67	.68	.69	.69	.70	.70	.71	.71
62	.72	.73	.73	.74	.75	.75	.76	.77	.77	.78	.79	.79
63	.80	.81	.82	.82	.83	.84	.85	.85	.86	.87	.88	.88
64	.89	.90	.91	.92	.93	.94	.95	.95	.96	.97	.98	.99
65	1.0											

If you start receiving your pension benefits before age 50:

Single Life Annuity (No Survivor Option)

Age	Factor
35	0.07
40	0.11
42	0.12
45	0.16
48	0.20

In general, the factors for ages 50 and younger apply only if you terminate employment with CenturyLink on or after July 1, 2001. An additional reduction applies if you elect to receive your pension benefit in a form of payment other than a Single Life Annuity.

Important Deadline:

In all cases, in order to elect payment of a vested pension before age 65, you must request a Retirement Kit by contacting the CenturyLink Pension Service Center no earlier than 180 days before the date you wish pension payments to begin.

Correspondence about your vested pension benefit may be sent to:

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

PENSION BENEFITS AVAILABLE FOR MANAGEMENT EMPLOYEES

69. Who is a Management Employee?

In general, you are considered to be a Management Employee if you are a salaried Employee — in other words, if your pay is at a monthly or annual rate and your position is not subject to automatic wage progression. However, a non-salaried Employee temporarily promoted to a salaried position after December 31, 2000 is not a Management Employee; instead, the Employee remains an Occupational Employee during the entire period of the temporary promotion. In the case of such a temporary promotion prior to January 1, 2001, the Employee becomes a Management Employee after 12 months of such temporary promotion (the Employee is an Occupational Employee for the first 12 months). Prior to January 1, 2010, certain occupational titles, such as Outside Sales Representative, Retail Sales Associate, Retail Sales and Services Associate, and Retail Senior Sales Associate were covered under the Account Balance Formula for Management Employees.

Employees of Legacy CenturyLink, Legacy Embarq and Legacy Madison River who transfer to Legacy Qwest do not earn pension benefits under any of the formulas for Management Employees.

70. What pension benefit formulas apply to Management Employees and prior to January 1, 2010, certain Occupational Employees?

Overview. In general, there are three formulas that may apply to you — the Account Balance Formula ("ABF"), the Defined Lump Sum ("DLS") formula and the Old Management Formula ("OMF"). The formula that applies to you depends on your age and service in the Plan on January 1, 1997 and whether you were a Protected Participant on December 31, 2000. In general terms, if you are a Protected Participant on December 31, 2000, your pension benefit is the greater of the OMF and DLS formula. If you are not a Protected Participant, your pension benefit is the sum of the ABF benefit for service after December 31, 2000 and the greater of the OMF and DLS formula benefits for service before January 1, 2001. If your employment started on or after January 1, 2001 or you were a Classic Qwest employee, your pension benefit is determined under the ABF. In addition, no one earned any pension benefits under the OMF after 1996 unless they met the Rule of 55, as discussed below.

Please Note: Effective January 1, 2010, the Qwest Pension Component no longer provides future benefit accruals for any Management Employee under any of the respective formulas, ABF, DLS or OMF.

Account Balance Formula. Effective January 1, 2001, the "Account Balance Formula" (ABF) was implemented for Management Employees, other than Protected Participants. This formula applies to Compensation earned while you are a Management Employee on or after January 1, 2001.

Compensation earned prior to January 1, 2001 is not counted under this formula.

Effective January 1, 2010, Compensation paid with an effective date after December 31, 2009 is not included as eligible Compensation in the calculation of the ABF benefit. This is because the Plan was frozen for Management Employees.

Defined Lump Sum. Effective January 1, 1997, the "Defined Lump Sum" (DLS) formula was implemented for calculating management pension benefits under the Plan. This formula applied for service earned as a Management Employee on or after January 1, 1997 and for service prior to 1997 if you were not "Grandfathered." However, unless you are a Protected Participant as described under "Protected Participant," you do not earn any service under the DLS formula after December 31, 2000.

Effective January 1, 2010, no additional age-related service credits for service after December 31, 2009 are included in the calculation of the DLS formula benefit for Protected Participants. In addition, Compensation paid with an effective date after December 31, 2009 is not included as eligible compensation in determining Final Average Compensation in the calculation of the DLS formula benefit. This is because the Plan was frozen for Management Employees.

Old Management Formula. The Old Management Formula (OMF) in effect before January 1, 1997 will generally be applicable if it provides a greater benefit than the DLS formula. However, you did not continue to earn pension benefits under the OMF after December 31, 1996 unless your age and service (each rounded up to the next whole number) equaled 55 or more on January 1, 1997. Meeting this criteria means that you are classified as "Grandfathered". In addition, unless you are a Protected Participant as described under "Protected Participant", you do not earn any service under the OMF after December 31, 2000.

Effective January 1, 2010, no additional PCS for service after December 31, 2009 is included in the calculation of the OMF benefit for Grandfathered and Protected Participants. In addition, Compensation paid with an effective date after December 31, 2009 is not included as eligible compensation in determining Final Average Compensation in the calculation of the OMF benefit. This is because the Plan was frozen for Management Employees.

The OMF and DLS formula are sometimes referred to as the "Old Formulas."

71. How do I know whether my pension benefit will be determined under the Account Balance Formula or the Old Formulas?

Not an Active Participant on December 31, 2000 – if you are hired or rehired on or after January 1, 2001 and prior to January 1, 2010, your pension benefit will be determined solely under the Account Balance Formula.

If you terminated employment prior to January 1, 2001 and you were not an Active Participant on December 31, 2000 – your pension benefit will be determined solely under the Old Formulas for service and Compensation earned through your date of termination of employment prior to January 1, 2001.

Protected Participant. You are considered to be a Protected Participant if you are a Participant who was (1) employed as an Active Management Participant on December 31, 2000 and (2) you either had 20 years of Term of Employment ("TOE") as of December 31, 2000 or met all of the eligibility conditions to receive a service pension under the OMF on or before December 31, 2003. If you are a Protected Participant, your Plan benefit will generally equal the greater of the OMF or the DLS formula. See Question 98 for more information. However, these rules will only apply until you incur a termination of employment.

If you are a Protected Participant who terminates employment after December 31, 2000 and is then rehired by Qwest prior to January 1, 2010, you will no longer be a Protected Participant and will no longer earn any pension benefits under either the OMF or the DLS formula; instead, you will accrue pension benefits under the Account Balance Formula during your reemployment until the earlier of December 31, 2009 or your termination of employment. See the sections "Defined Lump Sum (DLS) Formula" and "Old Management Formula (OMF)" for additional information.

If you are a Protected Participant but were not earning any OMF benefits on December 31, 2000 (for example, you did not meet the Rule of 55 on January 1, 1997 and are not Grandfathered or you were terminated after December 31, 1996 and you were rehired), you will continue to earn DLS formula benefits until the earlier of December 31, 2009 or your termination of employment. However, your OMF benefit will not be increased by future compensation increases or additional service. See sections "Defined Lump Sum Formula" and "Old Management Formula" for additional information.

Active Management Employee on December 31, 2000. If you were an active Management Employee earning pension benefits under the Old Formulas on December 31, 2000, you will continue to earn pension benefits under the Old Formulas if you are a Protected Participant until the earlier of December 31, 2009 or your termination of employment. Thus, you will continue to earn pension benefits under the OMF, if Grandfathered, (assuming you were participating on December 31, 2000 and December 31, 1996) and the DLS formula as you did before January 1, 2001. The benefits under each formula will be compared and you will receive whichever formula provides the greater benefit. However, you will not be eligible to receive the Account Balance Formula benefit.

All other Management Employees started earning pension benefits under the Account Balance Formula on January 1, 2001 (or the date they become Management Employees, if later). If you had earned pension benefits under the OMF or DLS formula and did not meet Protected Participant status on December 31, 2000, you will keep them; however, except for certain increases to reflect changes in compensation paid through the earlier of December 31, 2009 or your termination of employment as described below, you will not earn any additional pension benefits under the OMF or the DLS formula after December 31, 2000.

Classic Qwest Employees. If you were a Classic Qwest Employee, you started participating in the Account Balance Formula on January 1, 2001, if you were employed by a Participating Company. See the section "Account Balance Formula (ABF) For Management Employees" for additional information. You will not have any pension benefits under the Old Formulas unless you earned a pension benefit while previously working at U S WEST and you have not received payment of that pension benefit.

72. How do I know whether my pension will be determined under the OMF or the DLS formula?

Not an Active Participant on January 1, 1997 – if you were first employed after January 1, 1997 and prior to July 10, 2000, your pension benefit will be determined solely under the DLS formula using service through December 31, 2000 and compensation earned after your date of employment through the earlier of December 31, 2009 or your termination of employment.

If you were not actively employed on January 1, 1997, but had worked as a Management Employee at U S WEST prior to that date, your pension benefit will be determined solely under the OMF for service and compensation earned through the date of your earlier termination of employment. If you are reemployed as a Management Employee after January 1, 1997 and before July 10, 2000, your pension benefit during reemployment through December 31, 2000 (if you are not a Protected Participant) or the earlier of December 31, 2009 or your termination of employment (if you are a Protected Participant), will be determined solely under the DLS formula for service and compensation earned after your date of reemployment.

Active Participant on January 1, 1997 – if you were an Active Participant on January 1, 1997, a calculation was made to determine the sum of your age and years of service (each rounded up to the next whole number) at that time. For example, if you were 46 years, three months old and had 7 years, 2 months service, the sum of your age and service would be 55 (47+8).

Sum of age and service equal to or greater than 55 ("Rule of 55"). If the sum of your age and service was equal to or greater than 55 on January 1, 1997, your pension benefit will be the greater of:

- The pension benefit calculated under the OMF using all of your PCS up until the earlier of December 31, 2000 or your termination of employment (if you are not a Protected Participant) or the earlier of December 31, 2009 or your first termination of employment after December 31, 1996 (if you are a Protected Participant); or
- The pension benefit calculated under the DLS formula using all of your PCS up until December 31, 2000 (if you are not a Protected Participant) or the earlier of December 31, 2009 or your first termination of employment after December 31, 2000 (if you are a Protected Participant).

Sum of age and service less than 55. If the sum of your age and service was not equal to or greater than 55 on January 1, 1997, your pension benefit will be the greater of:

- The frozen pension benefit earned under the OMF using your service and compensation earned through December 31, 1996; or
- The pension benefit calculated under the DLS formula using all of your service (i.e. including time before December 31, 1996) up until December 31, 2000 (if you are not a Protected Participant) or the earlier of December 31, 2009 or your first termination after December 31, 2000 (if you are a Protected Participant).

Reemployment on or after July 10, 2000 and prior to January 1, 2010 – in all cases, if you terminate employment and are reemployed on or after July 10, 2000, you will not earn any pension benefits under the Old Formulas during reemployment. You will earn a pension benefit under the Account Balance Formula beginning on the later of the date you become a Participant in the Plan and January 1, 2001. Thus, you will not earn any Plan benefits under the Old Formulas during reemployment occurring on or after July 10, 2000 and prior to January 1, 2001 and after the earlier of December 31, 2009 or your termination of employment.

73. How is the greater of the pension benefit under the OMF and the DLS formula determined for different optional forms of payment?

The greater of the OMF and the DLS formula benefit is calculated separately for each optional form of payment. As a result, the OMF may provide a larger benefit for one optional form and the DLS formula may provide a larger benefit for a different optional form.

For example, a Management Employee whose age and service equaled or exceeded 55 on January 1, 1997 could have a lump sum calculated under the OMF of $115,100 and a DLS formula benefit of $112,700. On the other hand, the value of a monthly Single Life Annuity under the OMF could be $400, and the monthly Single Life Annuity under the DLS formula could be $600. The employee can elect a lump sum under the OMF of $115,100 or a monthly Single Life Annuity under the DLS formula of $600. The largest amount for each payment option will be reflected on your pension estimate.

74. What special bridging rules apply when determining years of service for the "Rule of 55"?
When determining your years of service under the Rule of 55, if you were an Active Participant on January 1, 1997 but you were pending a 5-year bridge of prior TOE on January 1, 1997, your TOE earned prior to January 1, 1997 will be taken into account only if you bridge your TOE by the time you first terminate employment with a Participating Company. Thus, if you were pending a bridge of prior TOE on January 1, 1997 but you terminated employment prior to the bridge, your TOE earned prior to January 1, 1997 will not be taken into account.

ACCOUNT BALANCE FORMULA (ABF) FOR MANAGEMENT EMPLOYEES

75. What is the ABF?

Starting January 1, 2001 or the first date of hire, if later and prior to January 1, 2010, each active Management Employee (other than Protected Participants) earns a pension benefit under the Account Balance Formula (ABF) for Management Employees. The ABF benefit is calculated as a lump sum payable at the time you terminate employment, if vested. At the end of each year you receive Compensation Credits equal to 3% of your eligible Compensation. Then, each January thereafter, your Account is credited with Interest Credits based on the 30-year Treasury Rate.

76. What is the vesting requirement under the ABF?

You are vested in this pension benefit after you have completed one year of employment if hired prior to January 1, 2009. If hired on or after January 1, 2009, the benefit is vested after you have completed three years of employment.

Note: A Management Employee hired after January 1, 2009 will not become a Participant in the Plan and therefore, will not become vested.

77. How do I earn Compensation Credits?

The Plan creates an Account on your behalf. The Account is simply a recordkeeping entry — no assets are allocated to the Account. At the end of each year (all references to "year" mean calendar year) that you work for Qwest, your Account will be credited with an amount equal to 3% of your eligible Compensation paid that year as long as you continue working for Qwest as a Covered Employee.

Effective January 1, 2010, no Compensation paid with an effective date after December 31, 2009 is included in the calculation of the benefit.

Example:

You earn eligible Compensation of $60,000 during the year. On December 31of that year, you receive a Compensation Credit of $1,800.

In calculating the ABF benefit, eligible Compensation generally means:

- Salary or wages;
- Overtime;
- Commissions;
- Government security clearance differential;

- Differential payments and bonuses to the extent these various amounts are included in your taxable income.

Eligible Compensation also includes:

- Pre-tax contributions made to a 401(k) plan or payments for benefits under a cafeteria plan;
- Short Term Disability payments made after December 2008.

Compensation DOES NOT include:

- Contributions to, or distributions from, deferred compensation plans;
- Amounts realized due to the exercise of non-qualified or incentive stock options;
- The sale, exchange, or other disposition of stock acquired under a stock option;
- Amounts realized in connection with restricted stock or other restricted property (including income when the restrictions lapse or the property becomes transferable);
- Other amounts that receive special tax benefits (including premiums for group term life insurance);
- Reimbursements or expense allowances;
- Fringe benefits;
- Management Separation Plan payments;
- Unused vacation buyout payments;
- Stay or retention payments;
- Hiring bonuses;
- Non-cash awards;
- Gross-up amounts;
- Short Term Disability payments paid before December 31, 2008;
- Moving expenses or welfare benefits.

Finally, it DOES NOT include any amounts earned while you are not a Covered Employee while you are accruing benefits under the OMF, the DLS formula or any other formulas under the Plan or any amounts paid after December 31, 2009.

You will not earn any Compensation Credits while employed with Non-Participating Companies or while you were not a Covered Employee or, for periods of employment when you are not eligible to earn pension benefits under the ABF.

No Compensation Credits are earned for compensation paid after December 31, 2009.

78. How are my Interest Credits calculated?

Each January your account balance is credited with an Interest Credit based on the Treasury Rate. The Treasury Rate is the average of the 30-year Treasury interest rates in effect during August through December of the prior year. The amount of this Interest Credit is based on your account balance at the end of the prior year. For example, an end of year account balance assuming a 4% Interest Credit and no Compensation Credit is calculated as follows:

Account Balance December 31 Prior Year:	$1,350.00
plus Interest Credit on Balance:	54.00
plus Compensation Credit for Current Year:	0.00
Account Balance, December 31 Current Year:	$1,404.00

Note: While Management Employees no longer earn Compensation Credits on or after January 1, 2010, Interest Credits will continue to be applied annually under the ABF until you terminate employment and elect to receive your pension.

79. Do I receive Compensation Credits if I terminate employment before the end of a year prior to 2010?

Yes. If you terminate employment during the year, you will receive a Compensation Credit equal to 3% of your eligible Compensation for the year paid through the date you terminate employment if your termination is prior to January 1, 2010.

80. How does part-time employment affect my ABF benefits?

The Account Balance Formula benefit is based on actual earned eligible compensation. Pension Calculation Service is not used in the calculation. Therefore, the pension benefit is not adjusted for part-time employment based on service.

81. Do interest rates affect the amount of my lump sum under the ABF?

No. The Account Balance Formula calculates your pension as a lump sum on the Annuity Starting Date. This lump sum amount is not affected by interest rates.

82. Do interest rates affect the amount of my age 65 monthly Single Life Annuity under the ABF?

Yes. Your age 65 monthly Single Life Annuity under the Account Balance Formula is calculated at your Annuity Starting Date. The Applicable Interest Rates and the Applicable Mortality Table at your Annuity Starting Date are used in the conversion of the Account Balance Formula lump sum to the monthly annuity. Higher interest rates produce a larger monthly annuity and lower interest rates produce a lower monthly annuity.

83. How are monthly annuity benefit payments determined under the ABF?

The ABF benefit is calculated as a lump sum which continues to increase with annual Interest Credits until the time you start receiving your pension. This applies even if you wait for a period of time after your termination of employment to receive your pension. If you choose to receive your ABF benefit in the form of a monthly annuity, your lump sum will be converted to an annuity based on your age, the Applicable Interest Rates and the Applicable Mortality Table in effect on your Annuity Starting Date.

For example, assume that you are age 50 when you terminate employment with CenturyLink and the value of your Account Balance Formula lump sum is $50,000. You choose to begin receiving monthly annuity payments immediately in the form of a Single Life Annuity. At the time you terminate employment with CenturyLink, the Applicable Interest Rates are 3.31%, 5.19%, and 5.68%. The conversion factor for these Applicable Interest Rates and Applicable Mortality Table for an employee who is 50 years old and starts a pension immediately is 0.06494. The monthly benefit payable at age 50 as a Single Life Annuity is $270.58 as calculated below:

Monthly annuity at age 50 = $50,000.00 X 0.06494 ÷ 12 = $270.58

If you elect a different annuity form of payment, the monthly Single Life Annuity is reduced to reflect the form of benefits elected. If you request a pension estimate and the Applicable Interest Rates for your planned retirement date are not available, your estimated monthly annuity amount will be based on the Interest Rates in effect during the month that you request the estimate because the Interest Rates for this projected estimate's Pension Effective Date are unavailable. Please realize this is only an estimate and will be subject to verification. The final amount may change based on the actual Interest Rates in effect on your Annuity Starting Date and the verification of your data.

84. What happens to my ABF benefit if I don't elect to receive my pension benefit when I terminate employment with the Company?

You will continue to receive Interest Credits under the Plan until the earlier of your Annuity Starting

Date or when you turn age 65. (You will not receive any more Compensation Credits after the earlier of December 31, 2009 or if earlier, your termination of employment.)

See Question 169, How Do I Obtain a Pension Benefit Estimate or Apply for a Plan Benefit.

DEFINED LUMP SUM (DLS) FORMULA

85. What is the DLS formula?

The DLS formula provides a pension benefit that is calculated as a lump sum payable at the time you terminate employment, if vested. It is determined by multiplying your age-related percentage credits by your Final Average Compensation. If your Final Average Compensation exceeds one half of the Social Security Taxable Wage Base in effect on the earlier of December 31, 2009 or the year you terminate employment, you will receive an additional Social Security integration benefit.

86. How do I earn credits under the DLS formula?

The DLS formula provides percentage credits based on your age for each month you receive Pension Calculation Service as a Covered Employee with Qwest. The percentage credits earned each month are based on your age according to the following table:

Age	Basic Percentage Credits Earned For Each Month of PCS	Basic Percentage Credits Earned Each 12 Months of PCS
Under 30	1/6%	2%
30 thru 34	1/3%	4%
35 thru 39	1/2%	6%
40 thru 44	2/3%	8%
45 thru 49	1%	12%
50 thru 54	1 1/3%	16%
55 and older	1 1/2%	18%

Credits are allocated by month. For the month in which you reach a higher age category, the higher percentage credit will be applied for the entire month.

If employment ends before the last day of the month, you will receive a percentage credit as though employment continued through the end of the month.

Example:

You reach age 35 on April 5. For the first three months of that year, 1% of credits would accrue (3 months x 1/3%); for the last nine months of that same year, 4.5% of Credits would accrue (9 months x 1/2%) for a total of 5.5% of credits for the year.

You will not earn any basic percentage credits for employment with Non-Participating Companies or for service while you were not a Covered Employee or, for periods of employment when you are not eligible to earn pension benefits under the DLS formula or for periods of employment after December 31, 2009.

87. How is my pension calculated under the DLS formula?

Your DLS formula benefit consists of two parts—a basic DLS formula benefit, and, if your Final Average Compensation determined as of the earlier of December 31, 2009 or your termination of employment exceeds one half of the Social Security Taxable Wage Base in effect on the earlier of December 31, 2009 and the year you terminate employment with CenturyLink, an additional Social Security integration benefit. Your pension benefit calculation is made on the earlier of December 31, 2009 or in the year you terminate employment with CenturyLink, even if you transfer to a Non-Participating Company.

Basic DLS formula Benefit. To determine the basic DLS formula benefit payable to you, the accumulated percentage credits for each month of service are multiplied by your Final Average Compensation (FAC) as follows:

Sum of Percentage Credits X Final Average Compensation = Basic DLS formula Amount

Social Security Integration Benefit. The Social Security integration benefit is calculated by multiplying 25% of your percentage credits by the portion of your FAC that exceeds 50% of the Social Security Taxable Wage Base in effect on the earlier of December 31, 2009 or the year you terminate employment with CenturyLink. The Social Security Taxable Wage Base is the amount of your earnings subject to FICA tax each year; this amount generally increases each year to reflect changes in the cost of living. (The taxable wage base in 2009 was $106,800.) The formula for this benefit is as follows:

25%	X	Sum of Percentage Credits	X	Final Average Compensation minus 50% of Social Security Taxable Wage Base	=	Social Security Integration Amount

The basic DLS formula amount and the Social Security integration amount are then added together to equal your total DLS formula benefit amount.

Basic DLS formula Amount	+	Social Security Integration Amount	=	Total DLS formula Benefit Amount

Example:

A Management Participant terminated employment with Percentage Credits:	116%
Final Average Compensation:	$55,000
Basic DLS formula Benefit (116% X $55, 000):	**$63,800**
25% of Percentage Credits (25% X 116%):	29%
50% of the Social Security Taxable Wage Base (50% X 2009 Taxable Wage Base $106,800):	$53,400
Final Average Compensation in Excess of 50% of the Social Security Taxable Wage Base [$55,000 - $53,400):	$ 1,600
Social Security Integration Benefit (29% X $1,600):	**$464**
Total DLS formula Benefit Payable as a Lump Sum ($63,800 + $464):	**$64,264**

88. How are percentage credits determined if I work part-time?

If you work part-time, prorated percentage credits will be determined based on a comparison of actual part-time hours worked to a full-time equivalent. If, prior to January 1, 1996, records of actual hours are not available, the ratio will be based on scheduled hours compared to regular full-time hours. These rules apply to service both before and after January 1, 1997 and prior to January 1, 2010. However, the Plan will consider appropriate documentation (such as Social Security records or appropriate tax records) if you provide evidence that you actually worked more than the scheduled hours as reflected in Company records.

Example:

At ages 26 and 27, Percentage Credits are 2% per year. If you were scheduled to work 20 hours per week at ages 26 and 27, you would receive 1% per year for ages 26 and 27.

89. How are annuity payments determined under the DLS formula if I start receiving payments at age 65?

The DLS formula benefit is calculated as a lump sum payable on the earlier of December 31, 2009 or your Pension Effective Date. If you choose to receive your pension benefit in the form of an annuity, your lump sum at the earlier of December 31, 2009 or your Pension Effective Date must be converted to an annuity beginning at 65. The conversion factor will be based on your age, the Applicable Interest Rates and the Applicable Mortality Table in effect on the earlier of December 31, 2009 or your Pension Effective Date. Higher interest rates produce a larger monthly annuity and lower interest rates produce a lower monthly annuity.

For example, assume your Pension Effective Date is after December 31, 2009 and the value of your DLS formula lump sum as of December 31, 2009 was $50,000. You choose to begin receiving monthly annuity payments when you reach age 65 in the form of a Single Life Annuity. On December 31, 2009, you were 49 ½ years old and the Applicable Interest Rates were 3.71%, 4.90%, and 5.06%. The age 65 conversion factor for these Applicable Interest Rates and Applicable Mortality Table for 2009 for an employee who is 49 ½ years old is 0.18904. The monthly pension benefit payable at age 65 is $787.67 as calculated below:

Monthly annuity at age 65 = $50,000.00 X 0.18904 ÷ 12 = $787.67

If you elect a different form of annuity payment, the monthly Single Life Annuity is reduced to reflect the form of monthly annuity payment elected.

90. How are annuity payments determined under the DLS formula if I elect to receive payments before age 65?

If you elect to receive your monthly annuity payment before reaching age 65, your pension benefit will be the greater of:

- The adjusted DLS formula benefit (described below), or
- The minimum amount (described below).

If you elect a different form of payment, the monthly Single Life Annuity is also reduced to reflect the form of monthly annuity payment elected.

Adjusted DLS formula benefit. The adjusted DLS formula benefit is the value of the age 65 DLS formula annuity as calculated in the previous question, multiplied by the Plan's early retirement factors. The early retirement factors are based on your completed years and months of age when pension payments actually begin. These factors for payment as a monthly Single Life Annuity for ages 50 and older are shown in Question 68 in the section "When Occupational Employees May Begin Receiving Pension Benefits." These factors represent the portion of the age 65 annuity that you are eligible to receive.

Minimum Amount. Your "minimum amount" is the annuity amount of your DLS lump sum at the earlier of December 31, 2009 or your Pension Effective Date converted to a monthly annuity based on your age, the Applicable Interest Rates and the Applicable Mortality Table in effect on the earlier of December 31, 2009 or your Pension Effective Date.

Example 1. Assume the same facts as the example in the previous question, except that you wish to begin receiving pension benefits in the form of an annuity at age 50. The early retirement factor from the table referenced above for age 50 is 0.24. On December 31, 2009, you were age 49 ½ years old and the Applicable Interest Rates were 3.71%, 4.90%, and 5.06%. The immediate conversion factor for these Applicable Interest Rates and Applicable Mortality Table for 2009 for an employee who is 49 ½ years old is 0.06170. The monthly benefit payable at age 50 is $257.08 as calculated below:

The greater of:

Adjusted DLS formula benefit: $787.67 X 0.24 = $189.04 = Monthly annuity payable beginning at age 50

Minimum amount: $50,000.00 X 0.06170 ÷ 12 = $257.08 (Calculated as of December 31, 2009)

If you elect a different form of annuity payment, the Single Life Annuity is also reduced to reflect the form of monthly annuity payment elected.

Example 2. Assume the same facts as Example 1, except that you wish to begin receiving pension benefits in the form of a monthly annuity at age 60. To calculate the adjusted DLS formula benefit, the early retirement factor from the table referenced above for age 60 is 0.58. The adjusted DLS formula benefit is compared to the minimum amount, which is the same amount calculated in Example 1. The monthly benefit payable at age 60 is $456.85 as calculated below:

The greater of:

Adjusted DLS formula benefit: $787.67 X 0.58 = $456.85 = Monthly annuity payable beginning at age 60

Minimum amount: $50,000.00 X 0.06170 ÷ 12 = $257.08 (Calculated as of December 31, 2009)

If you elect a different form of annuity payment, the Single Life Annuity is also reduced to reflect the form of monthly annuity payment elected.

91. How is the DLS formula lump sum determined at my termination of employment?

For terminations of employment after December 31, 2009, your lump sum is based on the DLS formula calculated on December 31, 2009. This December 31, 2009 lump sum is converted to an age 65 monthly annuity, based on your age, the Applicable Interest Rates and the Applicable Mortality Table in effect on December 31, 2009. This age 65 monthly annuity is then reconverted to a lump sum based on your age, the Applicable Interest Rates and the Applicable Mortality Table in effect on your Pension Effective Date. Your lump sum as of December 31, 2009 is compared to the converted lump sum as of your Pension Effective Date and you receive the greater of these two lump sum amounts, if elected timely. See Question 111 for more information. Lower interest rates produce a larger lump sum and higher interest rates produce a lower lump sum.

If you terminated employment before December 31, 2009, the above December 31, 2009 comparison is not applicable.

For more information about the Applicable Interest Rates and the Applicable Mortality Table, see the Definitions Section at the end of the Summary Plan Description.

92. Under what circumstances will PCS be taken into account under the DLS formula for periods before January 1, 1997?

In general, if you are an Active Participant on January 1, 1997, you will receive basic percentage credits for your PCS earned as a Management Employee before January 1, 1997. However, you will not receive any credits for any months of PCS that are ignored under any provision of the Plan, such as situations where you previously received a lump sum distribution or if you permanently forfeited non-vested PCS when you terminated employment.

If you terminated employment and were reemployed by Qwest before January 1, 1997 and the earlier service is credited under the Plan, your percentage credits for service prior to January 1, 1997 shall be calculated by adjusting your hire date to ignore periods of time where PCS is not received; thus, percentage credits will be granted based on your age on your adjusted TOE date. For service on and after January 1, 1997, there are no special rules regarding adjusted TOE dates. Percentage Credits will be based on your age when you earn Pension Calculation Service.

If you terminated employment and were not an Active Participant on January 1, 1997, but were reemployed by Qwest prior to July 10, 2000, you will not receive any percentage credits for your prior service before January 1, 1997. Your prior benefit will be calculated under the OMF. The DLS formula will only apply to your period of employment after rehire for service through December 31, 2000 unless you are a Protected Participant. No additional pension benefit accruals will apply for employment after December 31, 2009.

93. Under what circumstances will PCS be taken into account under the DLS formula for periods after December 31, 2000 and before January 1, 2010?

If you were a Protected Participant, you will continue to earn service under the DLS formula until the earlier of December 31, 2009 or your first termination of employment after December 31, 2000. If you are later rehired, you will no longer earn any Basic Percentage Credits or Final Average Compensation under the DLS formula; you will participate in the Account Balance Formula on and after your date of reemployment if prior to January 1, 2010. If you were not a Protected Participant on December 31, 2000, you will not earn any more Percentage Credits under the DLS formula after December 31, 2000. See Question 71 for more information.

In addition, if you were previously an Employee, terminated employment, and are later given an offer of reemployment, any service during your period of reemployment will not be credited under the DLS formula. In addition, you will not be a Protected Participant; thus, your future pension benefit earned for service through the earlier of December 31, 2009 or your termination of employment will be determined under the Account Balance Formula (beginning no earlier than January 1, 2001).

OLD MANAGEMENT FORMULA (OMF)

94. What is the OMF?

Unlike the ABF and DLS formula benefits, the OMF benefit is calculated as a Single Life Annuity payable monthly beginning at age 65. It is calculated by multiplying your Final Average Compensation in effect on the earlier of December 31, 2009 or your termination of employment by a factor (1.25%) times your Pension Calculation Service (PCS) determined as of the earlier of December 31, 2009 or your termination of employment. If your Final Average Compensation is in excess of your Social Security Covered Compensation in effect on the earlier of December 31, 2009 or your termination of employment, you receive a Social Security integration benefit. Your PCS and Final Average Compensation are calculated the same way for purposes of the DLS formula and the OMF benefit. You will not earn PCS or Final Average Compensation under the OMF after your first termination of employment after 1996.

If you are first employed after December 31, 1996, you are not eligible for any pension benefit calculated under the OMF. Management Participants who terminated employment before January 1, 1997 were not actively employed on January 1, 1997 and were rehired after January 1, 1997 will have a frozen OMF benefit; they will not earn any OMF benefit after they are rehired. Such persons will receive the sum of their frozen OMF benefit and the DLS formula benefit earned after 1996 and prior to January 1, 2001, plus an ABF benefit after December 31, 2000 until the earlier of December 31, 2009 or your termination of employment (if you are not a Protected Participant). Even though the OMF benefit is frozen in accordance with the above rules, you can earn TOE for certain purposes (but not PCS) if you are later reemployed (see Question 152 for rules regarding bridging prior TOE).

95. How is my pension calculated under the OMF if I am Grandfathered and Protected?

Your pension benefit under the OMF is based on both your Final Average Compensation and your Pension Calculation Service earned until the earlier of December 31, 2009 or your first termination of employment. The benefit is integrated with Social Security if your Final Average Compensation exceeds Social Security Covered Compensation in effect on the earlier of December 31, 2009 or your termination of employment. If you had more than 35 years of service on the earlier of December 31, 2009 or your termination of employment, an additional calculation is made to account for that additional service.

Your OMF benefit is calculated as follows for Pension Calculation Service up to 35 years and through the earlier of December 31, 2009 and your termination of employment:

Final Average Compensation (up to your Social Security Covered Compensation)	X	1.25%	X	Pension Calculation Service (up to 35 years)

PLUS

Final Average Compensation (in excess of your Social Security Covered Compensation)	X	1.5%	X	Pension Calculation Service (up to 35 years)

Example:

PCS:	30
Final Average Compensation:	$70,000
Covered Compensation:	$60,000
Basic OMF Benefit ($60,000 X 1.25% X 30):	**$22,500**
Final Average Compensation in Excess of Covered Compensation ($70,000 - $60,000):	$10,000
Social Security Integration Benefit ($10,000 X 1.5% X 30):	**$4,500**
Total Annual OMF Benefit Payable as a Single Life Annuity ($22,500 + $4,500):	**$27,000**
Monthly Single Life Annuity ($27,000/12):	**$2,250**

Your OMF benefit is calculated in the following manner if you have Pension Calculation Service in excess of 35 years through the earlier of December 31, 2009 or your termination of employment:

Final Average Compensation X 1.25% X Pension Calculation Service in excess of 35 years

Example:

PCS:	40
Final Average Compensation:	$70,000
Covered Compensation:	$60,000
Basic OMF Benefit ($60,000 X 1.25% X 35):	**$26,250**
Final Average Compensation in Excess of Covered Compensation ($70,000 - $60,000):	$10,000
Social Security Integration Benefit ($10,000 X 1.5% X 35):	**$5,250**
Benefit for PCS in Excess of 35 Years ($70,000 X 1.25% X 5):	**$4,375**
Total Annual OMF Benefit Payable as a Single Life Annuity ($26,250 + $5,250 + $4,375):	**$35,875**
Monthly Single Life Annuity ($35,875/12):	**$2,989**

96. **How is my Pension Calculation Service (PCS) determined for the OMF if I work part-time?**

If you had any periods of part-time employment during your employment with Qwest, your Pension Calculation Service is adjusted. This adjustment decreases the service included for purposes of calculating the amount of your pension earned under the OMF. However, it does not decrease your TOE that is used to determine eligibility to receive a service pension. This adjustment is based on the actual hours you worked and your classification. Your PCS is prorated to an amount based on the actual hours you worked compared to regular, full-time employment. If, prior to January 1, 1996, records of actual hours are not available, the ratio will be based on scheduled hours compared to regular full-time hours. However, the Plan will consider your documentation (Social Security records) if you provide evidence that you actually worked more than the scheduled hours as reflected in Company records. Pension Calculation Service will not be adjusted for any periods of employment after December 31, 2009 as no additional PCS will be earned after this date.

Example:

If you worked part-time (20 hours) during your entire career and retired with 30 years of employment, your pension would be calculated using 15 years of Pension Calculation Service (20/40 times 30 years); however, because you had 30 years of TOE (which is not prorated), you would be eligible to receive a service pension.

97. **What is Covered Compensation that is used in the OMF?**

Your Covered Compensation is generally the average of the 35 years of Social Security Taxable Wage Bases in effect over your working lifetime (assuming you work until normal retirement age) as determined by the Internal Revenue Service. The Covered Compensation amount will depend on the year you were born. In addition, the calculation of the OMF benefit will be based on the Covered Compensation in effect on the earlier of December 31, 2009 or your termination of employment.

98. **When am I Service Pension Eligible under the OMF?**

As a Management Participant, you are eligible to receive a service pension under the OMF if at the time you terminate employment with CenturyLink, you meet the following Modified Rule of 75 age and service requirements:

Retirement Age	Term of Employment (TOE)
Any Age	At least 30 years
50 or older	At least 25 years
55 or older	At least 20 years
60 or older	At least 15 years
65 and older	At least 20 years

99. **If I retire with eligibility to receive a service pension calculated under the OMF, how will my monthly annuity be reduced under the OMF?**

If your employment ends before age 55 and you are eligible to receive a service pension determined under the OMF and you elect to receive it as a monthly annuity, your monthly service pension annuity will be reduced as follows if it is calculated under the OMF:

Term of Employment	Reduction for Each Full and Partial Month of Retirement Before 55th Birthday
Less than 30 years	1/2% per month (6% per year)
30 or more years	1/4% per month (3% per year)

If you are Service Pension Eligible and you retire after age 55, your service pension determined under the OMF paid in the form of a monthly annuity is not reduced – you are eligible to receive your age 65 pension immediately with no early retirement reduction applied.

100. If I retire and am not eligible to receive a service pension, how will my monthly annuity be reduced under the OMF?

The Plan's early retirement factors for Management Employees who are not eligible to receive a service pension under the OMF are the same as the Plan's early retirement factors under the formula for Occupational Employees hired or rehired prior to January 1, 2009. The early retirement factors are based on your completed years and months of age when payments actually begin. These factors for payment as a monthly Single Life Annuity for ages 50 and older are shown in Question 68 in the section "When Occupational Employees May Begin Receiving Their Pension." These factors represent the portion of the age 65 annuity that you are eligible to receive.

101. Do interest rates affect the amount of my age 65 monthly Single Life Annuity under the OMF?

No. The OMF is calculated as a monthly annuity payable at age 65 and is not affected by interest rates.

Your age 65 monthly annuity is calculated based on your Pension Calculation Service at the earlier of December 31, 2009 or your termination date.

102. Do interest rates affect the amount of my lump sum under the OMF?

Yes. The lump sum calculated under the OMF is based on the Applicable Interest Rates and Mortality Table in effect on your Pension Effective Date. Lower interest rates produce a larger lump sum and higher interest rates produce a lower lump sum.

103. Under what circumstances will PCS be taken into account under the OMF for periods of employment on or after January 1, 1997?

If you were employed on January 1, 1997 and met the Rule of 55, your pension benefit is the greater of the DLS formula benefit and the OMF benefit using all your service through December 31, 2000 (not Protected) or until the earlier of December 31, 2009 or your first termination of employment after December 31, 1996 under both formulas (Protected Participant). If you terminated employment after December 31, 1996 and were later reemployed, you no longer earn any OMF benefits. In addition, you will cease to earn PCS after December 31, 2000 unless you were a Protected Participant.

If you did not meet the Rule of 55 on January 1, 1997, you were not Grandfathered. Therefore, your pension benefit under the OMF was frozen as of December 31, 1996. Thus, you did not earn any more PCS or Final Average Compensation under the OMF after December 31, 1996. For more information, see Question 72.

104. Under what circumstances will PCS be taken into account under the OMF for periods of employment on or after January 1, 2001 and before January 1, 2010?

If you were not a Protected Participant on December 31, 2000, you will not earn any more PCS under the OMF after December 31, 2000. If you were a Grandfathered and Protected Participant and had not previously terminated employment after 1996, you continued to accrue benefits under the OMF until the earlier of December 31, 2009 or your first termination of employment after December 31, 2000; if you were later rehired, you will no longer earn any PCS or Final Average Compensation under the OMF and you will participate in the Account Balance Formula after your reemployment with Qwest until the earlier of December 31, 2009 or your termination of employment. See Question 71 for more information.

FINAL AVERAGE COMPENSATION FOR PENSION CALCULATIONS — OMF AND DLS FORMULA

105. How is my Final Average Compensation determined?

As a Management Employee, your pension benefit under the DLS formula and the OMF, but not the Account Balance Formula, is based on your Final Average Compensation. The definition of Final Average Compensation is generally the same under both the OMF and the DLS formula. Final Average Compensation is your eligible Average Compensation during the highest 60 consecutive months of your most recent consecutive 120 months of employment with Qwest (or the date that a Management Employee becomes an Occupational Employee, if earlier). In most cases, your Final Average Compensation for purposes of the pension calculation will be your last consecutive five years of pay.

Effective January 1, 2010, Final Average Compensation does not include any compensation paid after December 31, 2009. The highest 60 consecutive months of compensation out of the last 120 consecutive months of compensation are based on the period between January 1, 2000 and December 2009.

In no case can you increase your Final Average Compensation under either the OMF or the DLS formula after your first termination of employment after December 31, 2000; any earnings during later reemployment are ignored for this purpose. In addition, for purposes of the OMF, your Final Average Compensation calculation ignores compensation paid after December 31, 1996 if you did not meet the Rule of 55 (the Rule of 55 is described in Question 72). If you met the Rule of 55 and are Grandfathered, the OMF calculation ignores any compensation paid after the earlier of December 31, 2009 or your first termination of employment after December 31, 1996. For more rules, see Question 110.

For purposes of determining your Final Average Compensation, certain special rules apply with respect to annual or periodic lump sum bonus payments, incentive and differential payments, and commissions; these rules spread the payments over certain prior months of employment. Final Average Compensation is not the same as your earnings reported on Federal Form W-2.

106. What types of pay are included in my Final Average Compensation?

Compensation for this purpose is different than the compensation used in the Account Balance Formula. For purposes of the DLS formula and the OMF, eligible Compensation used to determine the Final Average Compensation used in the calculation of pension benefits includes:

- Annual base rate of pay (your stated annual salary including the periods during which you received Short Term Disability, vacation, and holiday pay; before-tax contributions to the Company's 401(k) Plan; or to pre-tax spending accounts; such as medical and spending accounts — (must have been paid prior to the earlier of December 31, 2009 or your termination of employment).
- Area differentials and differentials paid for night tours and temporary work in a higher classification and government security clearance differential — (must have been paid prior to the earlier of December 31, 2009 or your termination of employment).
- Lump sum payments in the nature of performance awards — (must have been paid prior to the earlier of December 31, 2009 or your termination of employment).
- Incentive compensation (must have been paid prior to the earlier of December 31, 2009 or your termination of employment).
- Commissions, including those paid within 90 days following the date employment ends. Commissions paid in the year of termination are allocated to the actual months worked during the year. Commissions paid after December 31, 2009 are not included in the determination of Final Average Compensation.
- Annual or periodic bonuses, including those paid pursuant to the Management Separation Plan (or a severance arrangement) within 30 days following the date employment ends. Annual bonuses, if

paid, are divided by twelve and the amount added to each of the twelve months prior to the month the bonus payment is paid. Any annual or periodic bonus paid after December 31, 2009 is not eligible for inclusion in Final Average Compensation.

- Buyout of base pay due to demotion or resulting from pay parity if paid prior to the earlier of December 31, 2009 or your date of termination of employment.

107. What types of pay are not included in my Final Average Compensation?

Compensation not used in the calculation of pension benefits for a Management Employee includes, but is not limited to:

- Compensation paid after December 31, 2009.
- Non-cash payments.
- Hiring, or "stay" retention bonuses.
- Relocation allowances.
- Long- and short-term incentive plan awards.
- Stock options and similar awards.
- Payment of any previously deferred compensation.
- Deferred compensation.
- Any compensation other than base pay that is paid after retirement or termination of employment (except for Commissions paid within 90 days of termination).
- Severance pay.
- Overtime pay.
- Vacation buyout.
- Any compensation in excess of the limit set forth in the Internal Revenue Code as adjusted periodically. Effective January 1, 2009, this limit was $245,000.
- Expatriate differential.
- Gross-up amounts for lump sum awards.
- Any payments from this Plan.
- Any pay of any type paid for periods while you are not a Covered Employee.

108. How will my Final Average Compensation be adjusted if I work part-time?

If you worked part-time, your annual base rate of pay will be adjusted to reflect the amount you would have received had you worked full-time; however, as discussed above, your PCS will be reduced to reflect part-time service.

109. How will my Final Average Compensation be adjusted for absences during my last 120 months of employment prior to January 1, 2010?

- If you receive PCS credit for a period of unpaid absence, the Plan will assume that your base rate of pay at the time your period of unpaid absence began remains constant throughout your period of absence to determine the highest paid consecutive 60-month period prior to January 1, 2010. The calculation will not include any assumptions of bonus payments or commissions.
- If you do not receive PCS credit for a period of absence, such period of absence is ignored in determining your highest paid consecutive 60-month period (but not for purposes of determining your most recent 120 consecutive months prior to January 1, 2010). In no event will your Final Average Compensation include compensation paid before the start of the 120-month period or after December 31, 2009.

- However, if you terminated employment and are later reemployed and your benefits during your two periods of reemployment are determined separately, then your Final Average Compensation is determined separately for each period of employment for service prior to January 1, 2010.

110. If I am not a Protected Participant, what happens to my pension benefits earned as of December 31, 2000?

If you continued to be employed by Qwest after December 31, 2000, you continued to participate in the Qwest Pension Component; you did not lose your pension benefits. If you participated in the Plan before January 1, 2001 and are not a Protected Participant, your final pension benefit under the Plan will be the sum of your pension benefits earned under the Old Formulas (generally, the greater of the OMF and the DLS formula) plus the pension benefit earned under the ABF. Because the ABF started January 1, 2001, you do not earn additional Pension Calculation Service (PCS) or DLS percentage credits under the Old Formulas after December 31, 2000. However, while you did not receive any more PCS or DLS percentage credits, if you were still earning pension benefits under the DLS formula on December 31, 2000, increases in your compensation after December 31, 2000 were taken into account when calculating your Final Average Compensation under the DLS formula until the earlier of December 31, 2009 or your termination of employment. Likewise, if you were still earning OMF benefits (Grandfathered) on December 31, 2000, increases in your compensation after December 31, 2000 will be included when calculating your Final Average Compensation under the OMF until the earlier of December 31, 2009 or your termination of employment. These rules depend on your individual situation and are described below.

If you terminate employment after December 31, 2000 and are rehired by Qwest prior to January 1, 2010, no increases in your Final Average Compensation will apply to the OMF or DLS formula benefits after you are rehired.

The rules about increases in Final Average Compensation do not apply if you were not an active Management Employee on January 1, 2001 or if you are receiving a Modified Disability Pension benefit at that time. If you terminated employment prior to that date and are later reemployed after that date, all of your subsequent pension benefits will accrue under the ABF until the earlier of December 31, 2009 or your termination of employment. In addition, your Old Formula benefits will not be increased to reflect any compensation earned after the date of reemployment.

In addition, if you terminate employment and are rehired by Qwest, you will not earn any more Old Formula benefits (including increases to reflect changes in your compensation). Thus, your pension benefits will equal your Old Formula benefits earned before your earlier termination of employment plus the ABF benefits earned on and after January 1, 2001 and through the earlier of December 31, 2009 and your termination of employment.

DLS Formula. You will not earn any more DLS percentage credits after December 31, 2000. However, except as noted above, increases in your compensation after December 31, 2000 (until the earlier of December 31, 2009 or your first termination of employment) will be taken into account for purposes of calculating your Final Average Compensation under the DLS formula.

OMF. Different rules apply under the OMF depending upon whether you met the Rule of 55 on January 1, 1997, as described earlier. If you did not meet the Rule of 55, your pension benefit under the Old Formulas is equal to the greater of the DLS formula (as described above) or the OMF (frozen as of December 31, 1996). Since your OMF was frozen on December 31, 1996, you did not earn any Pension Calculation Service or Final Average Compensation after that date for purposes of the OMF. While increases in your Final Average Compensation after December 31, 2000 may increase your DLS formula benefit, they will not affect your OMF benefit.

If you met the Rule of 55 and are Grandfathered but not Protected, you continued to earn OMF benefits after January 1, 1997. Your pension benefit under the Old Formulas is equal to the greater of the DLS formula (as described above) or the OMF. You did not earn any additional PCS after December 31, 2000; however, increases in your Final Average Compensation after December 31, 2000 (until the earlier of December 31, 2009 or your first termination of employment after December 31, 2000) will be taken into account for calculating your Final Average Compensation under the OMF.

In addition, your future service with Qwest and other Participating Companies will count as TOE so you may become eligible to receive a service pension based on the frozen OMF benefit.

WHEN MANAGEMENT EMPLOYEES MAY BEGIN RECEIVING THEIR PENSION

111. When may a Management Employee who terminates employment with CenturyLink begin receiving their pension?

You may elect to start receiving your vested pension after you terminate employment with the Company effective with your Pension Effective Date.

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 and your termination must be posted in the Controlled Group's official records.** The completed Retirement Kit you return is the appropriately signed application.

Your Benefit Election Form (in the Retirement Kit) must be postmarked by the last day of the election period. If you return your form after this time period, the form is invalid. A new Retirement Kit with a future benefit start date must be requested to begin receiving your pension benefit and your Pension Effective Date will be adjusted.

Consequences of Late Election or Delayed Election: You may also choose to defer receipt of your pension payment until a later date but not later than age 65. If you delay commencing your pension, payments will **not** be made retroactively when you finally decide to retire. You **forfeit** those payments from the date you were eligible for unreduced benefits, and the longer you delay making a valid retirement election the more you forfeit. Refer to the Definitions section at the end of this SPD – Service Pension Eligible. Refer also to Question 120.

Refer to Question 169 for how to request a Retirement Kit. Please keep your address updated with the CenturyLink Pension Service Center to ensure timely receipt of your deferred vested pension (see Question 170).

112. What is Pension Effective Date and how is it used?

The Pension Effective Date (PED) is the date used to determine the effective date for your pension benefit to begin.

1. If you have attained Normal Retirement Age (generally age 65, see definition of Normal Retirement Age in the definitions at the end of this SPD), your PED is the later of (a) your Normal Retirement Age or (b) the day after your separation from CenturyLink.
2. If you have not yet attained Normal Retirement Age your PED is the day following the day you terminate employment with CenturyLink if you have requested your Retirement Kit at least 30 days and not more than 180 days in advance of your date of termination of employment with CenturyLink.
3. In any case other than 1 or 2, your PED is either (a) 30 days following your request for a Retirement Kit or (b) a date that is determined by the Plan Administrator.

<u>Important Information regarding PED:</u>

- You must initiate a request for a Retirement Kit to have the earliest possible PED. If you do not initiate the request and your employment is terminated, the PED is 30 days after a calculation is run for you by the CenturyLink Pension Service Center.
- In all cases, in order to elect payment of a vested pension before age 65, you must apply by requesting a Retirement Kit
- A Retirement Kit expires 90 days after your PED, and you must then request a new

Retirement Kit. The PED is adjusted in the new Retirement Kit.

- See Question 169 for how to request a Retirement Kit.

Notes regarding Normal Retirement Age:

- If you continue to work at CenturyLink after your Normal Retirement Age, the Plan prohibits you from commencing your benefit as long as you remain employed. If eligible, you continue to accrue a benefit. When you terminate your employment with CenturyLink you must then commence your pension benefit immediately. Pension benefits are paid prospectively with your PED (There is **no** interest and **no** retroactive payments of benefits to Normal Retirement Age because you were employed at that time).
- If you left CenturyLink prior to your Normal Retirement Age, you must commence at Normal Retirement Age. However, if the Plan cannot locate you or does not have valid forms (meaning not expired and fully signed) to commence your pension benefit, your pension benefit will be paid retroactive to the date of your Normal Retirement Age when you are located or when you complete the necessary forms in your Retirement Kit.

PAYMENT OPTIONS FOR ALL PARTICIPANTS

113. What payment options are available to vested Management and Occupational Participants upon termination of employment?

In general, the forms of payment described below are available to all vested Occupational Participants who terminate employment with the Controlled Group after June 30, 2001 and all vested Management Participants who terminate employment with the Controlled Group after December 31, 1996. You are not eligible to receive a distribution of the pension benefit until you terminate employment with the Controlled Group.

- **Single-Life Annuity.** This option provides a monthly payment to you during your lifetime. Payments end upon your death; no survivor annuity is payable. If you are married, election of this option requires notarized spousal written consent.
- **50% Qualified Joint and Survivor Annuity.** Effective for terminations of employment on or after January 1, 2009, this option provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to the named beneficiary (NOT limited to your spouse) on your Annuity Starting Date. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of the named beneficiary on your Annuity Starting Date.

  The named beneficiary cannot be changed after your Annuity Starting Date. If your eligible named beneficiary predeceases you, the original cost of the Qualified Joint and Survivor Annuity (without regard to any cost of living increases, if granted) will be restored to your monthly benefit effective with the payment for the month that your named beneficiary dies. If you are married, and you name someone other than your spouse as your beneficiary, notarized spousal written consent is required. However, no spousal consent is needed if you elect this option or any other Qualified Joint and Survivor Annuity option if your Spouse is the named beneficiary.
- **75% Qualified Joint and Survivor Annuity.** Effective for terminations of employment on or after January 1, 2009, this option provides a reduced monthly payment for your lifetime with 75% of the reduced monthly benefit continuing to the named beneficiary (NOT limited to your spouse) on your Annuity Starting Date. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of the named beneficiary on your Annuity Starting Date.

  The named beneficiary cannot be changed after your Annuity Starting Date. If your eligible named beneficiary predeceases you, the original cost of the Qualified Joint and Survivor Annuity (without regard to any cost of living increases, if granted) will be restored to your monthly benefit effective with the payment for the month that your named beneficiary dies. If you are married, and you name someone other than your spouse as your beneficiary, notarized spousal written consent is

required. However, no spousal consent is needed if you elect this option or any other Qualified Joint and Survivor Annuity option if your Spouse is the named beneficiary.

The 75% Qualified Joint and Survivor Annuity is also available to Vested Participants who terminated prior to January 1, 2009 but who have not previously received or started receiving their vested pension benefit and commence payment of the pension benefit after December 31, 2008. If you are an Occupational Employee who terminated employment prior to July 1, 2001 or a Management Employee who terminated employment prior to January 1, 1997, the 75% J&S Annuity is not increased if your Spouse dies before you. Under this payment option, you may only name a Spouse as the Beneficiary.

- **100% Qualified Joint and Survivor Annuity.** Effective for terminations of employment on or after January 1, 2009, this option provides a reduced monthly payment for your lifetime with 100% of the reduced monthly benefit continuing to the named beneficiary (NOT limited to your spouse) on your Annuity Starting Date. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of the named beneficiary on your Annuity Starting Date.

  The named beneficiary cannot be changed after your Annuity Starting Date. If your eligible named beneficiary predeceases you, the original cost of the Qualified Joint and Survivor Annuity (without regard to any cost of living increases, if granted) will be restored to your monthly benefit effective with the payment for the month that your named beneficiary dies. If you are married, and you name someone other than your spouse as your beneficiary, notarized spousal written consent is required. However, no spousal consent is needed if you elect this option or any other Qualified Joint and Survivor Annuity option if your Spouse is the named beneficiary.

- **Life Annuity with Ten Years Certain.** This option provides a reduced monthly payment for your lifetime with the guarantee that if you die before ten years (120 months) of payments have been made, the beneficiary named by you (NOT limited to your spouse) will receive the same benefit that you were receiving until pension payments made to you and/or your beneficiary equal ten years (120 months) of payments. Your monthly benefit will be actuarially reduced for the cost of this option based on your age on your Annuity Starting Date. The cost for this option will never be restored if the beneficiary predeceases you.

  If you are married, election of this option requires notarized spousal written consent. You may name a new beneficiary at any time by contacting the CenturyLink Pension Service Center. If you have no living beneficiary when you die within the first ten years after retirement, the single sum actuarial equivalent of the remaining benefits, if any, will be paid to your estate. If you die after you have received ten years (120 months) of monthly annuity payments, no pension benefit is payable to the beneficiary.

- **Deferred Annuity.** This option allows you to delay receiving payment of your monthly pension benefit until a later date but not later than age 65. You may elect any annuity option that you were eligible to elect at your termination of employment at that time or additional options that may be available. If you delay commencing your pension, payments will not be made retroactively when you finally decide to retire. You forfeit those payments from the date you were eligible for unreduced benefits, and the longer you delay making a valid retirement election the more you forfeit. Refer to the Definitions section at the end of this SPD – Service Pension Eligible. If you are considering the option of deferring payments, you should consult a financial planner or tax advisor.

- **Annuity/Lump Sum Payment.** This option allows you to receive a portion of your pension benefit paid as one of the monthly annuity options listed above and the remainder paid as a lump sum. You may specify the monthly amount you wish to receive in $100 increments. This amount will be adjusted to reflect any applicable cost for the annuity option selected by you. The value of any remaining pension benefit will be paid as a lump sum. If you are married, election of this option requires notarized spousal written consent. If you are married and name someone other than your spouse as the beneficiary for the Joint and Survivor Option, notarized spousal written consent is also required.

If you elect any form of annuity other than a Single Life Annuity, the amount of your annuity is the Actuarial Equivalent (as set forth in the Plan) of the Single Life Annuity.

- **Lump Sum.** This option provides immediate payment of your entire pension benefit. No additional benefits are payable to a spouse or beneficiary after your death. If you are married, election of this option requires notarized spousal written consent.

  Rules for lump sums less than $5,000:

  - If the actuarial present value of the pension benefit is **$5,000 or less**, the pension benefit will be automatically paid as a lump sum distribution. You will not have the option to elect a monthly annuity or to defer receipt of the payment. You will have the opportunity to elect a direct rollover if you make your election within 30 calendar days following the date you are notified of your eligibility to receive the benefit.
  - Effective January 1, 2006, if the pension benefit **is greater than $1,000 and not more than $5,000** and no election is made within 30 calendar days, the benefit will automatically be rolled over to an IRA established on your behalf.
  - If the benefit **is $1,000 or less**, the benefit will be paid directly to you in a check if you do not timely make an election to roll it over. This payment is subject to mandatory Federal tax withholding.

114. How is my lump sum calculated under the formulas in effect for Occupational Employees hired or rehired prior to January 1, 2009 or the OMF if I am not Service Pension Eligible?

Your lump sum payment amount of the pension benefit under the formulas for Occupational Employees hired or rehired prior to January 1, 2009 or the OMF benefit is calculated as the actuarial present value of the payments that you would have received if you had started receiving monthly payments of your pension benefit at age 65. This lump sum calculation uses the Applicable Interest Rates and the Applicable Mortality Table in effect on your Pension Effective Date.

Note: The lower the interest rates used to determine the lump sum value of the pension benefit, the greater the lump sum benefit. The higher the interest rates used to determine the lump sum value, the lower the lump sum benefit. Also, the younger you are, the lower the resulting lump sum.

115. How is the lump sum calculated under the formulas in effect for Occupational Employees hired or rehired prior to January 1, 2009 or the OMF if I am Service Pension Eligible?

Your lump sum payment amount of the pension benefit under the formulas in effect for Occupational Employees hired or rehired prior to January 1, 2009 or the OMF benefit is calculated under the two following rules and you receive the larger of the two calculations. These rules do not apply to the DLS formula or the Account Balance Formulas.

First Rule. Your lump sum payment is calculated as the actuarial present value of the payments that you would have received if you had started receiving monthly payments of your pension benefit at age 65. This rule applies even if you are eligible to receive an unreduced pension benefit at age 55 or a reduced pension benefit before age 55. For example, if you are eligible for a $1,000 unreduced monthly service pension at age 55, the lump sum is calculated based on an annuity of $1,000/month starting at age 65, not $1,000/month starting at age 55. Thus, the lump sum calculation does not include the value of the 120 payments of $1,000 that could have been made between age 55 and age 65 had you elected a monthly annuity form of payment.

This lump sum calculation uses the Applicable Interest Rates and the Applicable Mortality Table in effect on your Annuity Starting Date.

Second Rule. The second rule applies if you are Service Pension Eligible and generally increases the lump sum over the amount you would be eligible to receive if you were not Service Pension Eligible. Under the second rule the lump sum is calculated as the actuarial present value that you would have received if you had started receiving monthly payments of your pension benefit at age 65 but uses a zero percent interest rate for the period before age 65. The Applicable Interest Rates apply for the period beginning at age 65.

This calculation is based on the same Applicable Interest Rates as those used under the first rule. However, the mortality table used is the GAM Mortality Table described in Revenue Ruling 95-6.

Note: The lower the interest rates used to determine the lump sum value of the pension benefit, the greater the lump sum benefit. The higher the interest rates used to determine the lump sum value, the lower the lump sum benefit. Also, the younger you are, the lower the resulting lump sum.

116. How do the regulations under the Pension Protection Act (PPA) regarding interest rates affect the calculation of the lump sums under the OMF, the DLS formula (for terminations of employment after December 31, 2009), and the formulas in effect for Occupational Employees hired or rehired prior to January 1, 2009?

Prior to PPA regulations, the Applicable Interest Rates used to calculate the lump sum amounts under the OMF and the formulas in effect for Occupational Employees hired or rehired prior to January 1, 2009 were based solely on the 30-year Treasury Rate. Effective January 1, 2008, the Applicable Interest Rates were 3 segment interest rates based on a blend of the 30-year Treasury Rate and Corporate Bond Rates determined by the IRS. Effective July 2012, the 3 segment interest rates are based solely on Corporate Bond Rates determined by the IRS. Lower interest rates produce a larger lump sum and higher interest rates produce a lower lump sum. Following is a description of how these rates are applied.

The 3-segment PPA interest rates apply based on when the annuity payments would have been paid had a lump sum not been elected. The first rate applies to monthly pension payments that would have been made in the first five years after retirement, the second rate applies to monthly pension payments made in years 6 through 20 and the third rate applies to monthly pension payments that would have been made in years 21 and later.

The Plan calculates the OMF lump sum, the DLS formula lump sum for terminations of employment after December 31, 2009 and the Occupational lump sum for employees hired or rehired prior to January 1, 2009 based on the unreduced pension annuity amounts assuming the payments would begin at age 65. This means that the 3-segment rates will apply to the lump sum calculation depending on your age at the time you retire. The following examples show how this works.

First, suppose that you terminate employment at age 65. The lump sum is calculated assuming your annuity would begin immediately. Therefore, the first segment rate is applied to the first 5 years of payments, the second segment rate is applied to payments that would have been made in years 6 through 20 and the third segment rate is applied to payments that would have been made in years 21 and later.

Now suppose that you terminate employment at age 62. Because the annuity payments are assumed to begin in 3 years at age 65, the first segment rate only applies to the first 2 years of annuity payments. The second segment rate then applies to next 15 years of payments and the third segment rate applies to all payments after that.

Now suppose that you terminate employment at age 55. Because no annuity payments are assumed to begin for 10 years, the first segment rate doesn't apply in this lump sum calculation. The second rate applies to the first 10 years of annuity payments and the third rate applies to all payments after that.

Finally, suppose that you terminate employment at age 45 or younger. Because there are no assumed annuity payments for 20 years, the third segment rate applies to all of the annuity payments.

The three interest rates included in the calculation of your lump sum are displayed on your pension estimate.

117. How does the value of my lump sum compare to the value of other payment options I can choose?

When you receive a pension estimate it will include the relative value of the payment options. The relative value percentages show the value of each payment option compared to the Single Life Annuity option. This information is a direct comparison of the payment options and shows you how the options compare based on a standard mortality table and stated interest rates. When you request a pension estimate, the Relative Value will be shown. This can be especially helpful in evaluating the value of your lump sum payment option.

Choosing a payment option is a difficult decision and you should take into account your personal situation. It is an important decision and you are encouraged to consult your personal financial advisor before making your decision.

GENERAL RULES REGARDING PENSION BENEFIT DISTRIBUTIONS

118. When do I have to make my election for my payment option (refer to Question 113) of my pension?

You have the 180-day period before your Annuity Starting Date to submit a signed Benefit Election Form including a notarized form signed by your spouse if you are waiving the Qualified Joint and Survivor Annuity. The Benefit Election Form is in your Retirement Kit. You may not make an election prior to the 180-day period before your Annuity Starting Date. Your spouse's waiver of the Qualified Joint and Survivor Annuity is not revocable after your Annuity Starting Date.

Your election of a payment option cannot be changed after your Annuity Starting Date. However, if the Qualified Joint & Survivor Benefit Election Form was provided after the date that is 60 days before your Annuity Starting Date, your election period shall be extended until the 60th day after the Benefit Election Form is provided if (1) the Annuity Starting Date is the Pension Effective Date or (2) you made a written claim for benefits prior to the Annuity Starting Date. (If one of these two conditions are not met, your Annuity Starting Date will be delayed until after the 60-day period ends.) You are then permitted to make or revoke any election for survivor benefits at any time prior to the expiration of the 60-day period. You also have the right to waive the 60-day period; in that event, the election cannot be revoked any time after the later of your Annuity Starting Date or the expiration of the 7-day period that begins the day after the Benefit Election Form is signed and dated. If the right to the 60-day election period is not waived, payment will not be made until the minimum 60-day election period has expired. If a Participant has elected a form of payment and dies prior to termination of employment, the election shall be void except if the Participant elected a Qualified Joint and Survivor Annuity option.

119. May I elect to stop payments or change my payment election once they begin?

No. The decision to start payments is irrevocable once the payments begin. You may not change your election regarding the form of payment after the later of your Pension Effective Date or 7 calendar days from the date you sign the Benefit Election Form.

120. What effect will delaying receipt of my pension payment have?

Delaying the receipt of your monthly pension payment may decrease or eliminate any applicable early retirement reduction under the OMF and the formulas in effect for Occupational Employees hired or rehired prior to January 1, 2009; however, no additional TOE or Pension Calculation Service will accrue for periods of delay. Any early retirement reduction is calculated based on your age on your Annuity Starting Date. Although your pension benefit amount may change if you defer receipt of your pension benefit, your pension benefit will be based on your TOE and PCS when you terminate employment.

If you delay the election to receive your pension benefit for more than 90 calendar days after the date of termination of employment, your pension payment will not be paid retroactive to your Pension Effective Date. See Question 169 for how to obtain a pension benefit estimate or apply for a Plan benefit.

Please Note: If you delay the election to receive your pension benefit for more than 90 calendar days after the date of termination of employment, your pension payment will **not** be paid retroactive to your Pension Effective Date. See Question 169 for how to obtain a pension benefit estimate or apply for a

Plan benefit.

Note: If you do not meet service pension eligibility criteria when your employment ends, periods of deferral cannot be counted toward TOE required for purposes of meeting service pension eligibility.

121. May the Plan distribute my pension without my consent?

Lump Sum Benefit is $1,000 or less (Automatic Cashout). Yes. If you terminate employment with the Controlled Group and the lump sum value of your pension benefit is $1,000 or less, you may elect to roll it over to an IRA or another qualified plan. If no election is timely made, the pension benefit will be paid directly to you with the mandatory Federal tax withholding applied. Your consent for distribution is not required. You cannot elect any other option. Once you have received this payment, there will be no further pension benefits payable from the Plan.

Lump Sum Benefit is between $1,000 and $4,999. Yes. If you terminate employment with the Controlled Group and the lump sum value of your pension benefit is greater than $1,000 and not more than $5,000, your pension benefit is payable only as a single lump sum payment. You will have 30 calendar days to make an election to receive the pension payment paid directly to you or to rollover the benefit. If you do not make an election within the 30 calendar days, your pension benefit will be rolled over to an IRA established on your behalf. Your consent for distribution is not required. You cannot elect any other option. Once you have received this payment, there will be no further pension benefits payable from the Plan.

Lump Sum Benefit is greater than $5,000. No. If you terminate employment with the Controlled Group and the lump sum value of your pension benefit is greater than $5,000, your written consent is required for pension payments to begin. Exception: If you are eligible for a Disability Pension where the payment option is only a Single Life Annuity, (SLA) payment of the SLA will begin automatically even if you don't respond to the Retirement Kit.

If your election to begin pension payments is not made by age 65, CenturyLink will contact you at the address on file. It is your responsibility to keep your address current with the CenturyLink Pension Service Center (see Question 170).

122. What is the normal retirement age?

Under this Qwest Pension Component, except for the Account Balance Formulas, normal retirement age is 65. However, if you were hired at age 60 or older, normal retirement age is the later of (1) age 65, and (2) the earlier of the date you become vested and five years from your Employment or Reemployment Commencement Date with the Controlled Group. For example, if you were hired on your 62nd birthday, your normal retirement age would be your 67th birthday (assuming you did not vest earlier).

Normal retirement age under the Account Balance Formula for Management Employees hired before January 1, 2009, is the later of (a) age 65, (b) January 1, 2001 or (c) the date you begin participation in the Account Balance Formula.

Normal retirement age under the Account Balance Formula for Occupational Employees is the later of (a) age 65, (b) the third anniversary of the date you begin participating in the Plan. For example, if you were hired on your 63rd birthday, your normal retirement age would be your 66th birthday.

Normal retirement age is the date when you can retire from employment with the Controlled Group and receive your unreduced Plan benefit. If you continue to work for the Controlled Group after you attain your normal retirement age, you cannot begin to receive payments of your Plan benefit until you terminate employment with the Controlled Group.

123. How will taxes be withheld if I elect to receive my pension benefit as a monthly annuity?

Pension benefits are taxable income for federal income tax purposes. 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 calculated on the basis of a married person claiming three withholding exemptions. State income tax withholding applies to monthly annuity payments. If you live in a state that requires or allows withholding and a state tax form is not submitted, taxes will be withheld based on the requirements of the state.

124. What are the tax consequences if I elect to receive a lump sum distribution and I am eligible for and choose a direct rollover to a traditional or Roth IRA or another qualified retirement plan?

- Your pension payment will be made payable directly to your IRA or, if you choose, another employer plan that accepts your rollover.
- If you rollover to a traditional IRA, your pension payment will not be considered taxable income and no federal or state income taxes will be withheld.
- Your pension will be considered taxable income when you take it out of the traditional IRA or the employer plan.
- If you elect to rollover your pension to a Roth IRA, it will be considered taxable income.

125. What are the tax consequences if I elect to have my lump sum distribution paid directly to me?

- You will receive only 80% of the pension payment (less state taxes, if applicable), 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 tax withholding.
- Your pension payment will be taxed in the current year unless you roll it over to a traditional IRA. 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 it roll it over to an IRA or another qualified plan, you also may have to pay an additional 10% tax.
- You can roll over the pension payment by paying it to your traditional 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).
- If you want to roll over 100% of the pension payment to a traditional IRA or to an employer plan, you must replace the 20% (and any state taxes) that was withheld with other personal funds. If you roll over only the portion of the pension benefit that you received, you will be taxed on the 20% (and state taxes) that was withheld and that is not rolled over.
- If you are over age 70 1/2, any mandatory distributions you receive in the form of a monthly annuity cannot be rolled over.

You will receive information from the Plan regarding eligible rollover amounts. You may want to consult with a professional tax advisor regarding your payment options under the Plan.

126. May I roll over amounts paid by the Company when pension benefits are reduced by IRS limits?

If any portion of a lump sum is not payable from the Plan Trust due to IRS limits, the excess portion paid by the Company cannot be rolled over and is taxable in the year of receipt as wages. It is also subject to FICA taxes.

127. What special rules apply if I am married when pension payments begin?

If you are married at the time your pension payments begin, your pension benefit will be paid as a 50% Qualified Joint and Survivor Annuity unless you provide your spouse's notarized written consent to waive it and elect a different form of payment option.

128. If I receive a lump sum distribution is it possible to reinstate service earned prior to my distribution and have my prior pension restored?

No. If you previously elected to receive a lump sum (or combination lump sum/annuity) when you terminated employment, you may not repay the lump sum to the Plan. This rule applies whether you are reemployed as a Management or Occupational Employee. Your subsequent pension benefits (if any) will be calculated by ignoring your prior PCS and prior compensation. However, your prior vesting service and TOE may be counted to the extent you meet the applicable bridging rules. You may have a buy-back right if you are employed by another Portability Company and you are covered by the MPA (see the "Divestiture/Mandatory Portability Agreement (MPA)" section).

BENEFITS FOR YOUR SURVIVORS

129. May an active Employee designate a beneficiary to receive the survivor pension benefit under the Plan?

Effective January 1, 1997, active Management Employees may designate a beneficiary for their pension benefit in the event of their death prior to termination of employment.

Effective January 1, 2009, active Occupational Employees may designate a beneficiary for their pension benefit, in the event they die prior to their termination of employment.

If you are married, your Spouse is your beneficiary unless notarized spousal written consent is received allowing you to designate someone else as the beneficiary.

Active Employees may designate their beneficiary online from your **Company computer** at centurylink.com/mypension. An active employee may also use any computer by going to www.centurylinkpension.ehr.com. Go to the Profile Tab then My Pension Beneficiaries. Alternatively, you may request and complete the Beneficiary Designation for Pre-Retirement Survivor Benefit form. Contact the CenturyLink Pension Service Center at 800-729-7526 to obtain the form.

130. Are pension benefits available for my survivors if I die as an active Employee? Yes, there are two types of pension benefits that may be payable to your survivors upon your death. The first are survivor annuity benefits. The second is a Sickness or Accidental Death benefit; this benefit applies only if you have a TOE date prior to March 1, 1993, you are vested, and you die while actively employed by the Controlled Group. Refer to the section "Death Benefits" for additional information.

131. What pension benefits are available to a survivor of an active Vested Occupational Employee who is a Participant, and whose death occurs after October 1, 2019?

Your beneficiary or Spouse is eligible to receive a pre-retirement pension benefit payable as an annuity for his or her lifetime or as a lump sum.

If you are married, and name someone other than your Spouse as the primary beneficiary, such election will require your Spouse's notarized signature. Without your Spouse's notarized signature, your Spouse will be the beneficiary even if you choose a different beneficiary. If you name your Spouse as your beneficiary and you subsequently divorce, your former Spouse remains the named beneficiary until you name a new beneficiary unless you were remarried at the time of your death. Please keep your Beneficiary Designation up to date. If you did not name any beneficiary or your beneficiary predeceases you, your pre-retirement benefits will be paid to your surviving Spouse, or if there is no surviving Spouse, to your estate.

- **Non-ABF.** If you named a non-Spouse beneficiary for the pre-retirement survivor annuity, the amount of the survivor benefit is 50% of the amount you would have received if you had elected to begin receiving pension payments on the day before your death in the form of a 50% Joint and Survivor Annuity. A non-Spouse may defer commencement of survivor benefits but no later than the date you would have attained age 65. However, if the actuarial present value of the pension benefits is $5,000 or less, the provisions of automatic pay out in Question 121 apply separately to each designated beneficiary.

  A Spouse may defer commencement of survivor benefits, but not later than the date you would have attained age 65. However, if the actuarial present value of the pension benefits is $5,000 or less, the provisions of automatic pay out in Question 121 apply. Your spouse's annuity benefit will be the greater of:

i. 45% of your accrued benefit on your date of death (or termination date if earlier) and not reduced for early retirement. This amount will not be increased to reflect any deferred payment. OR

ii. The survivor benefit your Spouse would have received had you (1) terminated employment on the earlier of your death or date of termination of employment, (2) survived until the date the survivor benefits begin, (3) retired on such date with a 50% Qualified Joint and Survivor Annuity, and (4) died on the day after you retired.

- **ABF.** The lump sum amount for your Spouse **or** beneficiary is based solely on the ABF balance. However, if your Spouse is your beneficiary, the annuity will not be less than the survivor benefit your Spouse would have received if you had retired or terminated employment on the day before your death and elected a 50% Qualified Joint and Survivor Annuity. The immediate Single Life

  Annuity is the Actuarial Equivalent of the DLS formula lump sum amount and is based on the beneficiary's age at the time of your death. The actuarial factors used shall be those applicable for the day you die.

  Only a Spouse may defer commencement of survivor benefits, but not later than the date you would have attained age 65. If a Spouse defers commencement the immediate Single Life Annuity is the Actuarial Equivalent of the DLS formula lump sum amount and is based on the Spouse's age at the Pension Effective Date. However, if the actuarial present value of the pension benefits is $5,000 or less, the provisions of automatic pay out in Question 121 apply.

  If a non-Spouse beneficiary does not make a form of payment election within the later of (1) 90 calendar days after your death, or (2) 60 calendar days after receiving the Benefit Election Form, a lump sum will automatically be paid.

132. What pension benefits are available to a survivor of an active Management Employee who is a Participant and whose death occurs on or after October 1, 2019?

If you are an active Management Employee who is Vested at the time of your death, your beneficiary or Spouse is eligible to receive a pre-retirement pension benefit payable as a monthly annuity for his or her lifetime. If you are eligible to receive a DLS formula or ABF benefit, you may name a beneficiary other than your Spouse to receive your pension benefits; however, no OMF survivor annuity is payable to a non-Spouse beneficiary. If you are married, and name someone other than your Spouse as the primary beneficiary, such election will require your Spouse's notarized signature. Without your Spouse's notarized signature, your Spouse will be the beneficiary even if you choose a different beneficiary. If you name your Spouse as your beneficiary and you subsequently divorce, your former Spouse remains the named beneficiary until you name a new beneficiary unless you were remarried at the time of your death. Please keep your Beneficiary Designation up to date. If you did not name any beneficiary or your beneficiary predeceases you, your pre-retirement benefits will be paid to your surviving Spouse, or if there is no surviving Spouse, to your estate.

The annuity survivor's benefit can also be paid as a lump sum instead of a monthly annuity. However, the lump sum ignores all OMF benefits, even if they are greater than the DLS formula benefit. If the actuarial present value of the pension benefits is $5,000 or less, the provisions of automatic pay out in Question 121 apply separately to each designated beneficiary. If a non-Spouse is the beneficiary and no election is made within 90 calendar days after the Participant's death or 60 calendar days after receiving the Benefit Election Form, if later, the lump sum will be paid.

Like the regular pension benefit, the survivor benefits will depend upon whether you are a Protected Participant or not. In general, the same rules apply regarding the ABF, the DLS formula and the OMF for this purpose. For example, if you are not a Protected Participant, your survivor benefits will be the ABF survivor benefits plus the greater of the survivor benefits under the DLS formula and the OMF earned prior to 2001, if any. If you are a Protected Participant, your survivor benefits will be the greater of the survivor benefits under the DLS formula and the OMF. However, if your beneficiary is not your

Spouse, no OMF survivor benefits are paid.

The survivor annuity under the Account Balance Formula is an immediate Single Life Annuity for the beneficiary's life that is the actuarial equivalent to the ABF lump sum amount. The amount of the annuity is based on the beneficiary's age, and the actuarial factors in effect, on the date of the death of a Vested active Participant. If your Spouse is your beneficiary, the annuity will not be less than the survivor benefit your Spouse would have received if you had retired or terminated employment on the day before your death and elected a 50% Qualified Joint and Survivor Annuity.

The survivor annuity under the OMF or the DLS formula will be the greatest of:

- **DLS formula Annuity.** An immediate Single Life Annuity for the beneficiary's life that is the actuarial equivalent of the DLS formula lump sum amount. The amount of the annuity is based on the beneficiary's age at the time of your death. The actuarial factors used shall be those applicable for the day after you die.

  45% OMF Annuity. If you were eligible for an OMF benefit and had completed 15 years of TOE at the time of death, the annuity will be 45% of the OMF benefit accrued at the time of your death. This is not available if your beneficiary is not your Spouse.

  Survivor portion of QJSA-50% Annuity. The survivor benefit under the DLS formula or the OMF, as applicable, your Spouse would have received if you had retired or terminated employment on the day before your death and elected a 50% Qualified Joint and Survivor Annuity. This is not available if your beneficiary is not your Spouse.

ABF and DLS formula Lump Sum. Your beneficiary may elect to be paid the amount of the lump sum benefit payable under the ABF and DLS formula. The lump sum is based solely on these two formulas and ignores any OMF benefits. If a non-Spouse is your beneficiary and no election is made within 90 calendar days after the Participant's death or 60 calendar days after receiving the Benefit Election Form, if later, the lump sum will be paid.

A Spouse (but not any other beneficiary) may defer commencement of survivor benefits, but not later than the date you would have attained age 65. Your Spouse's benefit will be the greatest of:

- the DLS formula Annuity described above. (This amount will not be increased to reflect later payment, that is, it will be based on your Spouse's age on the day following your death.)
- 45% OMF Annuity. (This amount will not be increased to reflect later payment.)
- the survivor benefit your Spouse would have received under the OMF or the DLS formula had you terminated employment on the earlier of your death or date of termination of employment, (2) survived until the date the survivor benefits begin, (3) retired or terminated employment on such date with a 50% Qualified Joint and Survivor Annuity, and (4) died on the day after you retired or terminated employment.

133. What Survivor annuity benefits are available for married former Occupational and Management Employees with eligibility to receive a deferred Vested pension benefit?

If you are a former Vested Participant and you die after terminating employment but before your Annuity Starting Date, your Spouse will be eligible to receive a monthly annuity or a lump sum over his or her lifetime at any time There is no benefit payable is you are not married.

DEATH BENEFITS

134. What death benefits are available under the Plan if you are an Active Employee?

There are two types of death benefits payable under the Plan, which are called the Sickness Death Benefit and the Accidental Death Benefit. If you were first hired on or after March 1, 1993, you are not eligible for either of these benefits. If you do not have a TOE date of February 28, 1993 or earlier, no Sickness or Accidental Death Benefits are payable. (Your TOE date is the first day you earned TOE unless your TOE date is adjusted for subsequent absences under the TOE bridging rules.) If you terminate employment and you are rehired on or after March 1, 1993, your Qualified Beneficiaries may be eligible for the death benefit only if your TOE is bridged under the TOE bridging rules and your TOE date is adjusted to a date before March 1, 1993. If you are not survived by any Qualified Beneficiaries, neither of these death benefits is paid. Please refer to Question 142 for who is a Qualified Beneficiary.

Note: All claims for death benefits must be made within one year of the death of the Participant.

135. Are death benefits available under the Qwest Pension Component of the Plan if you are a retiree (that is, you terminated employment and you were Service Pension Eligible on your termination date?

No. There are no death benefits (Sickness Death Benefit or Accidental Death Benefit) available or will be payable to your survivors, estates or trusts. The Qwest Pension Component was amended effective February 28, 2010, to provide that, if you are a retiree (that is, you terminated employment and you were Service Pension Eligible on your termination date) and you die on or after March 1, 2010, no Sickness Death Benefit or Accidental Death Benefit is available or will be payable to your survivors, estates or trusts.

136. Who is eligible to receive a Sickness Death Benefit?

Only Active Employees are eligible for the Sickness Death Benefit. If you have a TOE date before March 1, 1993 and you die as an Active Employee, your eligible Qualified Beneficiary will be eligible to receive a Sickness Death Benefit from the Plan.

If you die while you are a Participant who is an Active employee including while on a Surplus Transitional Leave of Absence (and for reasons other than accidental injury, as described below), your Qualified Beneficiaries are eligible to receive a Sickness Death Benefit equal to one year's pay (frozen as of March 1, 1993).

The Sickness Death Benefit is separate from any benefit payable under the CenturyLink Life Insurance Plan.

137. How is the Sickness Death Benefit paid?

The Sickness Death Benefit is only payable in a lump sum form of payment.

138. Who is eligible to receive an Accidental Death Benefit?

If you have a TOE date earlier than March 1, 1993, your Qualified Beneficiaries may be eligible to receive an Accidental Death Benefit from the Plan if you die while an active employee.

If you die while you are an active employee and die solely as a result of accidental injury arising out of and in the course of employment with the Controlled Group, your Qualified Beneficiary will receive an Accidental Death Benefit, and will not receive a Sickness Death Benefit. In addition, there must be evidence, satisfactory in the sole determination of the CenturyLink Employee Benefits Committee, to demonstrate the cause and circumstances of the accidental injury and that the injuries sustained were the sole cause of death.

The amount of the Accidental Death Benefit is the greater of (1) up to three years' pay, but not more than $50,000 or (2) one year's pay (frozen as of March 1, 1993).

139. How is the Accidental Death Benefit paid?

The Accidental Death Benefit is payable in a lump sum form of payment after your death to a Qualified Beneficiary. There are no other payment options available.

140. Are my Qualified Beneficiaries eligible to receive an Accidental Death Benefit if I am not an Active Employee at the time of death?

No. In order for your Qualified Beneficiaries to receive an Accidental Death Benefit you must be an active employee with a TOE date prior to March 1, 1993. Your Qualified Beneficiaries are not eligible to receive this benefit if you die while on a Surplus Transitional Leave of Absence, even if you are not terminated from employment.

141. How does the Plan determine pay for purposes of the Sickness or Accidental Death Benefit?

Effective February 28, 1993, compensation used to calculate the Sickness or Accidental Death Benefit was frozen; thus, in all cases the Sickness or Accidental Death Benefit is based on your eligible pay rate on that date (or your retirement, if earlier). Pay generally means the Participant's pay rate (not including overtime). In addition, differentials, merit and performance awards and commissions are included if the award had an effective date during the last one-year period of employment prior to February 28, 1993 (or your date of retirement, if earlier). In all cases, if you are a Management Employee and you received more than one eligible bonus or award during the last one-year period prior to February 28, 1993, only the highest bonus or award will be counted. Special rules apply for part-time employment and for those employees on Short Term Disability.

For employees who were not on the payroll on February 28, 1993 and whose service bridged resulting in a TOE date of February 28, 1993 or earlier, pay (as described above) is based on the year before your termination of employment before February 28, 1993.

In all cases, the Sickness or Accidental Death Benefit will not exceed $235,840.

142. Who are my Qualified Beneficiaries for purposes of Sickness or Accidental Death Benefits under the Plan?

If you are eligible for a Sickness or Accidental Death Benefit at the time of your death, it will be paid to your Qualified Beneficiaries in the following manner:

- **100% to your surviving spouse.** If you have dependent children who do not live in your spouse's household at the time of your death, the death benefit will be divided equally among your spouse and all dependent children. For purposes of the preceding sentence, children away at school or college will be considered members of the household where they normally reside, or where they previously resided before leaving for school if they now maintain their own residence at school. Unborn children at the time of the Participant's death are not eligible.
- **If you do not have a surviving spouse,** 100% in equal shares to all eligible dependent children. Dependent children are defined as your dependent and unmarried children (natural or adopted) who are under age 23 or, if over age 23, unmarried, disabled and dependent upon you for support. Unborn children at the time of a Participant's death are not eligible.
- **If you do not have a surviving spouse or eligible dependent children, 100% in equal shares to all eligible dependent parents.**
- **If you do not have a surviving spouse, eligible dependent children or eligible dependent parents, 100% in equal shares to other eligible dependent relatives.** Dependent relatives are defined as grandchildren, brothers, sisters, grandparents, deceased spouse's parents, and deceased spouse's grandparents who are dependent on you for support.
- **If you do not have a surviving spouse, eligible dependent children, eligible dependent parents or other eligible dependent relatives (as described above), no Sickness or Accidental Death benefit is paid.**

The Plan contains additional rules for proving dependency. A conservatorship is required to make payments to children under age 18.

143. May my beneficiary roll over the Sickness or Accidental Death Benefit?

Yes. Effective for deaths of eligible Participants that occur after March 31, 2007, a non-Spouse beneficiary may elect a direct rollover from the Plan to an IRA or Roth IRA (if eligible).

Prior to April 1, 2007, a direct rollover from the Plan to an IRA or Roth IRA was applicable only if your beneficiary was your Spouse. However, your spouse or non-spouse beneficiary may not rollover Accidental Death Benefits to the extent that the Accidental Death Benefit is not paid from the Plan. You will be advised if this exception applies to you.

Under current federal tax laws, if your Spouse or your beneficiary is eligible for one of these death benefits, he or she may generally request a rollover of all or part of the lump sum distribution to an IRA or another qualified plan. (If your spouse is age 70 1/2 or older, minimum annual distribution rules apply.) If the distribution is made payable to an IRA, no tax withholding will apply. However, if your spouse elects to receive the distribution directly, the Plan will automatically reduce the amount of the distribution by the mandatory 20% federal tax withholding (see the "General Rule Regarding Pension Benefit Distributions" for additional information regarding tax consequences).

144. Under what circumstances will Sickness or Accidental Death Benefits not be paid?

Neither the Sickness Death Benefit nor the Accidental Death Benefit is paid under any of the following circumstances:

- If a claim for benefits is received more than one year following the death of an eligible Participant;
- If a suit for damages on account of the death of an employee is brought against the Controlled Group or against any other company with which arrangements have been made for the interchange of benefit obligations (for example, an Interchange Company under the MPA);
- If there are any claims (other than under the Plan) presented for damages on account of the death of an employee brought against the Controlled Group or against any other company with which arrangements have been made for the interchange of benefit obligations;
- If the employee's TOE date is March 1, 1993 or later;
- If the death of an eligible Retiree occurs after February 28, 2010.

The Accidental Death Benefit is not paid (the Sickness Death Benefit is paid) if you are an Active Employee and die due to an accident while on a Surplus Transitional Leave of Absence, even if you are not terminated from employment

RULES REGARDING REHIRE AS AN OCCUPATIONAL EMPLOYEE

145. How is my pension determined if I am rehired after December 31, 2008?

If you are rehired as an Occupational Employee after December 31, 2008, your pension benefit during reemployment will be calculated under the Account Balance Formula. You will not earn any additional pension benefits under the prior formulas in effect for Occupational Employees hired or rehired prior to January 1, 2009. Any pension benefits you earned prior to your earlier termination of employment are frozen and they are not increased to take into account compensation or service earned after you are reemployed. However, your service during reemployment counts as TOE to determine if you qualify for a service pension under the prior Occupational formula only if you have not commenced receiving pension payments due to your prior termination. You cannot pay back any pension benefits previously paid to you.

146. How is my pension determined if I am rehired as an Occupational Employee prior to January 1, 2009 and after December 31, 2000?

This depends upon whether you previously began receiving pension benefits and whether you bridged your earlier TOE.

Pension Payments Not Previously Started. If you did not previously begin receiving pension benefits and bridged your earlier TOE, your Occupational benefits are generally calculated by combining all of your service during both periods of employment and calculating a single pension benefit, subject to the rules for promotions and demotions. Different rules may apply if a different formula applies to your second period of employment.

If you did not bridge your TOE, the pension benefits you earned during each period of employment will be calculated separately. Thus, any pension benefits you earned prior to your earlier termination of employment are frozen. They are not increased to take into account compensation or service earned after you are reemployed; in addition, any increases in the pension band rate after your earlier termination of employment will not increase your prior pension benefits.

If you were eligible to receive a service pension as a result of the first period of employment and bridged your TOE or you were eligible to receive a service pension as a result of the second period of employment, the entire pension benefit will be paid as a service pension. If you were eligible to receive a service pension as a result of the first period of employment but did not bridge your TOE, the benefits you earned during each period of employment will be calculated separately (and the first piece will be paid as a service pension while the second piece will not).

Pension Payments Previously Started. If you are rehired as an Occupational Employee after December 31, 2000 and previously began receiving your pension, you will have two separately calculated pension benefits. Your pension benefits earned after your date of rehire will be determined by ignoring your Pension Calculation Service, compensation and pension band rate prior to your rehire date.

Any pension benefits that previously started to be paid remain frozen. They are not increased to take into account compensation or service earned after you are reemployed; in addition, any increases in the pension band rate after your earlier termination of employment will not increase your prior pension benefits. You cannot pay back any pension benefits previously paid to you. The additional pension benefit based on your period of reemployment that you are currently receiving will be paid in the same form as the pension benefit previously elected.

However, if you started receiving a deferred vested pension after you first terminated employment with Qwest and are eligible to receive a service pension as a result of your second period of employment with Qwest, you may be eligible to receive a Service Bridging Add-On benefit.

Availability of Lump Sums. You may elect a lump sum distribution with respect to the pension benefits you earned during your prior employment as long as you did not previously begin receiving those pension benefits. The amount of your prior pension benefit will be calculated by converting your age 65 monthly annuity into a lump sum using the Applicable Interest Rates and Mortality Table in effect upon your second Pension Effective Date.

147. How does TOE affect my pension if I am rehired as an Occupational Employee after December 31, 2000 and was not eligible to receive a service pension as of the date of my first termination of employment?

Your rehire as an Occupational Employee will generally not affect pension benefits you earned prior to your earlier termination of employment ("prior benefit"). However, TOE earned after your date of rehire may be used to determine eligibility to receive a service pension with respect to your prior pension benefit, provided you meet the TOE bridging rules described in Question 15. How first becoming eligible to receive a service pension after December 31, 2000 affects your prior pension benefit depends on whether you had previously started receiving pension payments from the Qwest Pension Component and when your initial termination of employment occurred.

Note: If your service after you rehire does not make you Service Pension Eligible, no adjustment will be made to your prior pension benefit.

If you first become eligible to receive a service pension as a result of the second period of employment, and you did not previously begin receiving your pension benefit, the entire pension benefit is paid as a service pension.

If you are rehired and your reemployment date is after December 31, 2008, the following information regarding a Service Bridging Add-On benefit does not apply to your earlier benefit.

If you previously started receiving your pension benefits as a deferred vested pension benefit and you are now eligible to receive a service pension, you may also be eligible to receive a "Service Bridging Add-On benefit". The Service Bridging Add-On benefit is the excess, if any, of the prior pension benefit payable as a service pension over the prior pension benefit payable as a deferred vested pension benefit. Each of these amounts is calculated as the amount payable at the time of your second termination of employment and by ignoring Pension Calculation Service during reemployment as well as any increases in the pension band.

The Service Bridging Add-On benefit must be paid in the same form of payment you elect for the pension benefits you earn during reemployment. The pension benefit you are currently receiving for your prior service will continue to be paid in the same form as previously elected.

Note: If your pension benefit was transferred to another pension plan these rules may not apply.

148. How is the lump sum value of a "Service Bridging Add-On" benefit calculated?

The lump sum value of the Service Bridging Add-On benefit is equal to the excess, if any, of the lump sum value of your prior pension benefit payable as a service pension over the lump sum value of your prior pension benefit payable as a deferred vested pension.

Your prior pension (service pension) payable is converted to a lump sum based on the Applicable Interest Rates and Applicable Mortality Table in effect on your second Pension Effective Date.

RULES REGARDING REHIRE AS A MANAGEMENT EMPLOYEE

These rules apply if you terminated employment as a Management Employee and are rehired as a Management Employee.

149. How is my pension determined if I am rehired as a Management Employee after December 31, 2000 and prior to January 1, 2010?

If you were a Participant in the Plan and were rehired as a Management Employee after December 31, 2000 and prior to January 1, 2010, all of your pension benefits during reemployment through December 31, 2009 (if still a Covered Employee on that date) will accrue under the ABF. You will not earn an additional pension benefit under the OMF or DLS formula, even if you were previously a Protected Participant and/or Grandfathered Participant. Any pension benefits you earned prior to your earlier termination of employment are frozen and they are not increased to take into account compensation or service earned after you are reemployed. However, your service during reemployment does count as TOE for purposes of determining if you become Service Pension Eligible under the OMF. You cannot pay back any pension benefits previously paid to you.

Note: Effective January 1, 2010 the Qwest Pension Component no longer provides future pension accruals for any Management Employee under any of the respective formulas: ABF, DLS, or OMF.

150. May I elect to receive a Lump Sum distribution?

Yes, you may elect to receive a lump sum distribution with respect to the pension benefits you earned during your prior employment as long as you did not previously begin receiving those pension benefits. The amount of your prior pension benefit (even if it was a DLS formula benefit) will be calculated by converting your age 65 monthly pension amount to a lump sum using the Applicable Interest Rates and Mortality Table in effect upon your second Pension Effective Date.

151. How is my pension determined under the DLS formula if I am rehired as a Management Employee after December 31, 1996?

The answer to this question depends on whether you were vested in your percentage credits on the date of your previous termination of employment.

Vested. If you were previously vested and are rehired after December 31, 1996 and before January 1, 2001, your pension benefits earned after your date of reemployment are determined under the DLS formula. For this purpose, only your percentage credits and compensation earned after your rehire date are taken into account. You will only earn DLS formula percentage credits after December 31, 2000 and until the earlier of December 31, 2009 or your termination of employment if you are a Protected Participant.

If you are rehired after December 31, 2000, you will not earn any more DLS formula benefits. In all cases, any pension benefits you earned prior to your earlier termination of employment are frozen and they are not increased to take into account compensation or service earned after you are reemployed. You cannot pay back any pension benefits previously paid to you.

Non-vested. If you were not vested when you first terminated employment, you forfeited your PCS and percentage credits when you terminated employment. If you are later reemployed after December 31, 1996 and before January 1, 2001 and bridge your PCS under the vesting bridging rules, and become vested, your DLS formula benefit is calculated by combining your earlier percentage credits with the percentage credits you earn during reemployment up until December 31, 2000. You may elect to receive a lump sum distribution of this DLS formula benefit when you terminate employment, if elected timely.

If you do not bridge your earlier PCS, your earlier percentage credits are permanently forfeited.

152. How is my pension determined under the OMF if I am rehired after December 31, 1996?

If your employment ended before January 1, 1997 and you are rehired after December 31, 1996 and prior to January 1, 2010 as a Management Employee, your reemployment will generally not affect your OMF benefit previously earned. You will not earn any more OMF benefits, except that TOE earned after your date of rehire may be used to determine eligibility to receive a service pension with respect to your OMF benefit.

If your employment ended after December 31, 1996 and you are rehired prior to January 1, 2010, the answer to this question depends on whether you were vested in your pension benefit calculated under the OMF on the date of your previous termination of employment.

Vested. Your pension benefit will be equal to your pension benefit earned as of the date of your previous termination of employment (plus your DLS formula and/or Account Balance Formula benefits earned after the date of your rehire and prior to January 1, 2010).

Non-vested. If you were not vested when you first terminated employment after December 31, 1996, you forfeited your PCS and the OMF benefit when you terminated employment. If you are reemployed and bridge your PCS under the bridging rules, and become vested, your OMF benefit is calculated by counting your earlier PCS and ignoring service during reemployment. You may elect to receive a lump sum distribution of this OMF benefit. If you do not bridge your earlier PCS, your earlier PCS is permanently forfeited.

Note: As is described in the following question, TOE earned after your date of reemployment with Qwest may be used to determine eligibility to receive a service pension with respect to your OMF benefit.

153. How does TOE affect my pension benefit under the OMF if I am rehired after December 31, 1996 and was not eligible to receive a service pension as of the date of my first termination of employment?

As described in the previous question, your reemployment will generally not affect your OMF benefit. However, TOE earned after your date of rehire may be used to determine eligibility to receive a service pension with respect to your OMF benefit, provided you meet the TOE bridging rules described in Question 15. How first becoming eligible for a service pension after December 31, 1996 affects your OMF benefit depends on whether you had previously started receiving benefit payments.

Note: If your service after you rehire does not make you Service Pension Eligible, no adjustment will be made to your OMF benefit.

Pension Payments Not Previously Started:

Initial Termination of Employment After December 31, 1996. When you first terminated employment, your OMF, payable as a deferred vested pension (which is generally less valuable than a service pension) was compared with your DLS formula benefit (as of your first termination of employment) for purposes of determining which pension benefit was more valuable to you as of your first termination of employment (for more information, see Question 72). Under the special rules for rehires, if your service after your rehire makes you eligible to receive a service pension under the OMF, your service pension will be compared with your DLS formula benefit (as of your first termination of employment) for purposes of determining which pension benefit was more valuable to you as of your first termination of employment. If the value of your benefit as of your first termination of employment increases as a result of you becoming Service Pension Eligible, the amount of the increase above your prior DLS formula benefit or the OMF benefit, as well as the pension benefit earned after reemployment, may be paid in the form of a lump sum.

Initial Termination of Employment Before 1997. If you were not Service Pension Eligible at your first termination of employment, your pension benefit will be equal to your OMF pension earned before January 1, 1997 plus your pension benefit calculated under the DLS formula and/or Account Balance Formula earned after December 31, 1996. Your OMF benefit must be paid in the same form of payment and at the same time as your DLS formula and/or ABF benefit.

If you are rehired and your reemployment date is after December 31, 2009, the following information regarding the Service Bridging Add-On benefit does not apply to your earlier benefit.

Pension Payments Previously Started:

If you started receiving your pension benefits, you may be eligible to receive a "Service Bridging Add-On benefit" if TOE earned after your date of reemployment qualifies you to receive a service pension with respect to your OMF benefit. The Service Bridging Add-On benefit is the excess, if any, of the OMF service pension over the OMF or the DLS formula benefits earned as of your first termination of employment and payable at the time of your second termination of employment.

In general, any additional pension benefits you earned as a result of becoming eligible to receive a service pension, including the Service Bridging Add-On benefit, must be paid in the same form as the pension benefits you earn during reemployment. The pension earned as of your first termination of employment must continue to be paid in the same form of payment you elected at your first termination of employment.

154. How is the lump sum value of a "Service Bridging Add-On" benefit calculated?

The lump sum value of the Service Bridging Add-On benefit is equal to the excess, if any, of the lump sum value of your OMF service pension over the lump sum value of your OMF and the DLS formula annuity benefits as of your previous termination of employment.

Your prior pension benefit payable as a service pension is converted to a lump sum based on the Applicable Interest Rates and Applicable Mortality Table in effect on your second Pension Effective Date.

Note: If your pension benefit was transferred to another pension plan these rules may not apply.

SPECIAL RULE REGARDING REHIRE

155. Will my pension payments be stopped (Suspension of Benefits) if I am rehired?

No.

156. What happens if I return to work for CenturyLink or work as a supplier on assignment for CenturyLink after I 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 (6) 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 vendor supplier 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.

DIVESTITURE/MANDATORY PORTABILITY AGREEMENT (MPA)

157. What is the Mandatory Portability Agreement?

U S WEST and most of the other companies formed by the 1983 divestiture (breakup) of AT&T entered into the Mandatory Portability Agreement (MPA) to preserve the pension benefits of certain employees who move between companies created by the divestiture (MPA Companies). The MPA currently covers certain Qwest companies (but not all), the other Interchange Companies (American Information Technologies Corporation, AT&T, Bell Atlantic Corporation, Bell Communication Research, Inc. (Bellcore), BellSouth Corporation, NYNEX Corporation, Pacific Telesis Group, Southwestern Bell Corporation and U S WEST, Inc.), and certain other related companies. If the MPA applies to you, the MPA describes how your service will be credited for TOE, PCS, vesting, and other purposes when you move from one MPA company to another. The MPA also describes how the obligation of paying an employee's pension benefit, and the assets funding the pension benefit and the associated service, are transferred between plans in such circumstances.

Under the MPA, if you are employed by certain Qwest companies covered by the MPA, your earlier service with other MPA companies may be bridged in determining your service credit under this Plan. In addition, your pension benefit with other MPA companies may be suspended under the terms of the MPA. The companies that were Legacy CenturyLink, Legacy Embarq, Legacy Madison River or Classic Qwest do not participate in the MPA.

If you start receiving your pension benefit and then are employed by a Portability Company and you are covered by the Mandatory Portability Agreement (MPA), your pension benefits may be suspended under the terms of the MPA.

If you are not covered by the MPA, these rules do not apply. In that case, you cannot earn any TOE or PCS for your earlier work for an Interchange Company; your TOE and PCS is limited to your service with the Participating Companies (see Question 164).

158. How do I know if the MPA applies to me?

The MPA only applies to you if you meet ALL of the following three (3) criteria:

1. As of December 31, 1983, you were:
   - Employed by a Bell System company in a position covered by the Bell System Pension Plan or the Bell System Management Pension Plan (or on leave of absence or layoff status and reinstated after December 31, 1983, but before the expiration of the leave or the period of layoff recall rights) and,

- Employed in a non-supervisory position or, if in a supervisory position, with an annual base rate of pay of $50,000 or less.

2. As of the date of termination from an Interchange Company, you were:

    - Employed in a position covered by the Interchange Company's occupational or management pension plan, that is a non-supervisory position, or if a supervisory position had an annual base rate of pay as of the termination date of $50,000 or less, as increased to reflect changes since December 31, 1983 in the Consumer Price Index – Wages (CPI-W); a comparison of the cost-of-living between specific dates issued monthly by the U S Bureau of Labor Statistics.

3. As of your date of hire with Qwest (or U S WEST) on or after January 1, 1985, you must have been:

    - Employed in a position covered by the Interchange Company's occupational or management pension plan, that is a non-supervisory position, or if a supervisory position had an annual base rate of pay of $50,000 or less, as increased to reflect changes in the CPI-W since December 31, 1983.

Note: The CPI-W for December 2019 was $123,720 and this amount is adjusted monthly.

159. How is base pay calculated for Management Employees?

The annual base rate of pay used to determine MPA eligibility for Management Employees is the specific, annualized fixed wage rate assigned by a MPA company to an employee. The annual base rate of pay for a part-time employee is the actual annual base rate of pay received by that employee on the relevant date, not its full-time equivalent. It excludes all other compensation you may receive or be eligible to receive such as bonus payments, incentive pay, commissions, team or merit awards, temporary higher classification pay, special project allowances, area differentials, and other at risk pay. The annual base rate of pay for an employee who worked only a portion of a full year is determined by annualizing the employee's base rate of pay on the relevant date as if it had been in effect the full year.

160. What should I do if I believe that I may be eligible to receive credit under the MPA?

If you terminate employment with or become employed by a Qwest Participating Company that is covered by the MPA, and believe that you may be an eligible employee under the MPA (because you meet all three of the criteria to be eligible to receive credit under the MPA), you must complete the "Claim of Prior Service" form. This form can be obtained by logging onto the pension website. Log onto centurylink.com/mypension using your Company computer at or centurylink.ehr.com using any computer with internet connection. Navigate to the Resource Library which is located towards the bottom right of the home page. Alternatively, you can contact the CenturyLink Pension Service Center at 800-729-7526.

161. Can my MPA service be counted under both the Qwest Pension Component and another MPA company's plan?

No. You will not be eligible to receive a duplicate benefit for the same period of service.

162. May I waive my MPA portability service?

If you are a retiree of a MPA company and are hired by a Participating Company on or after April 25, 1995, or if you are a former employee of a MPA company who is hired by a Participating Company on or after July 1, 1995, you may elect to waive portability of service credit from a MPA company. Waiving portability of service means you choose to leave your service and pension benefit with your previous MPA company. Such election will apply for all future employment at any MPA company. If such election was made previously at any MPA company, it shall apply for employment at a Participating Company. You will be given a 35-day notice for purposes of making the election, counting from the date the form is mailed or personally delivered. Your election will be irrevocable after the 35-day election period.

You may wish to waive your MPA service if you wish to preserve other benefits such as retiree health care offered under your former MPA Company's benefit plans.

Note: Failure to repay a lump sum distribution from a MPA company's plan (where permitted) is deemed to be a waiver of your MPA service. See the following question.

163. Do I need to repay a lump sum distribution from a MPA company's pension plan before I may receive service credit?

If you receive a lump sum distribution from a MPA company's pension plan and later become employed by a MPA company and you are covered by the MPA, you must generally repay the lump sum distribution (with interest as set forth in the Internal Revenue Code) in order to restore your Term of Employment, PCS, and vesting service. Repayment to the distributing MPA company's plan must be made no later than 12 months after the later of the date of employment by the hiring MPA company, or the date you are determined to be covered by the MPA (and have been advised of the right to repay), or within any shorter period of time established by the hiring MPA company's pension plan. Upon repayment of your lump sum, the distributing MPA company's plan will transfer assets to the hiring MPA company plan and all of your pension benefits previously earned under the distributing MPA company's pension plan will be payable by the hiring MPA company pension plan and you will receive the associated service credit.

Note: If the hiring MPA company has elected an "offset" provision instead of a similar "buy back" provision, repayment of your lump sum distribution is not required nor permitted. Under an offset provision, you will generally receive credit for your MPA service, but the amount of the benefit actually paid from the hiring MPA company's pension plan will be reduced (offset) by the actuarial value of your previous distribution. Qwest has adopted a "buy back" provision. Repayment of a lump sum to a MPA company's pension plan is required for prior service to be recognized. If you receive monthly annuity payments from the MPA company's pension plan, they will cease with the effective date of hire by Qwest.

164. How is my service credited if I am not eligible for MPA?

Even if you are not covered by the MPA, you may be eligible to receive credit for pre-1984 vesting service earned while employed with the AT&T Companies and the divested former Bell System Companies, if you qualify under one of the following guidelines:

- Divestiture Interchange Agreement
- Bellcore Interchange Agreement
- Post Divestiture Vesting Guidelines

These guidelines apply only to the Qwest Pension Component; these rules only address vesting service, not TOE or PCS. Even if you are covered by one of these agreements and are eligible to receive additional vesting service, you will not be eligible to receive any additional TOE or PCS for this earlier service; your TOE and PCS is limited to your service with Participating Companies. For additional information, contact the CenturyLink Pension Service Center at 800-729-7526.

RULES REGARDING TRANSFER FROM AN OCCUPATIONAL TO A MANAGEMENT CLASSIFICATION

The Plan contains rules describing what happens if you transfer from an Occupational position to a Management position or terminated employment in an Occupational position and are reemployed in a Management position. Different rules apply to transfers (and reemployments) before and after January 1, 2001 and on and after January 1, 2010. The following questions provide a very brief overview of some of these rules. This overview does not address all the various detailed rules and exceptions applicable to these situations. If you have questions, you should call the CenturyLink Pension Service Center for more details.

165. How is my pension calculated if I transfer from an Occupational position to a Management position (or am reemployed) on or after January 1, 2001?

In general, if you are promoted or transferred to a Management position from an Occupational position after December 31, 2000, your pension benefit will be the sum of the Occupational pension benefit earned before the transfer plus the Management pension benefit earned on and after the transfer until the earlier of December 31, 2009 or your termination of employment. (These rules do not apply for temporary promotions after December 31, 2000; in that case, you will continue to be treated as an Occupational Employee.) Your Occupational pension benefit earned up to the date of the transfer or promotion will be calculated in accordance with the Occupational provisions of the Plan in effect on that date except that you will generally be eligible to receive increases in the rate applicable to your pension band rate while you remain employed. However, if you terminate employment before becoming a Management Employee or at a later time, increases in the pension band rate after your termination of employment will not apply to you unless you bridge your earlier Term of Employment and you are rehired prior to January 1, 2010.

Your Management pension benefit following the date of transfer will be based on the Account Balance Formula for Management Participants until the earlier of December 31, 2009 or your termination of employment; your service and compensation earned while you were an Occupational Employee is not used in the calculation of the ABF benefit. The Plan was frozen for Management Employees effective December 31, 2009 and therefore, no additional pension benefits are earned after that date. You will not be eligible to receive any pension benefits under the OMF or DLS formula, unless you were an Occupational Employee on January 1, 2001 and had 20 or more years of TOE on December 31, 2000 or would meet Service Pension Eligible criteria by December 31, 2003. This combined benefit is referred to as a “Combination Benefit.” If you had 20 or more years of TOE on December 31, 2000 or would be Service Pension Eligible by December 31, 2003, you would be considered a Protected Participant.

166. How is my pension calculated if I transferred from an Occupational position to a Management position (or was reemployed) before January 1, 2001?

If you were transferred to a Management position from an Occupational position (or reemployed in a Management position) before January 1, 2001, your pension benefit earned up to the date of the transfer or promotion will be calculated in accordance with the Occupational provisions of the Plan in effect on that date (except that you will generally be eligible to receive increases in the rate applicable to your pension band if you transferred directly from Occupational to Management, or you terminated employment and later bridged your earlier Term of Employment). Your pension benefit for your service following the date of transfer or promotion will be based on the Management provisions of the Plan for service through the earlier of December 31, 2009 or your termination of employment. In the case of temporary transfers or promotions prior to 2001, you are not considered a Management Employee until you have completed 12 consecutive months in the temporary promotion. This combined benefit is referred to as a “Combination Benefit.”

Once you complete three continuous years of service as a Management Employee, you will receive the greater of:

- The pension benefit under the Management provisions (DLS formula or OMF, as applicable and the ABF after December 31, 2000, unless you are a Protected Participant) based on total service and compensation earned through the earlier of December 31, 2009 or your termination of employment (compensation earned as an Occupational Employee may be included in determining Final Average Compensation under the OMF and the DLS formula). This is called an “All Management Benefit;” or
- The Combination Benefit, as described in the preceding paragraph.

Special rules apply if you transfer from an Occupational position to a Management position and back to an Occupational position. If you have questions regarding these rules, please contact the CenturyLink Pension Service Center.

Note: You will continue to be eligible to receive the pension earned under the Occupational formulas. No additional pension benefits will accrue based on service as a Management Employee after December 31, 2009.

RULES REGARDING TRANSFERS FROM A MANAGEMENT TO AN OCCUPATIONAL CLASSIFICATION

The Plan contains rules describing what happens if you transfer from a Management position to an Occupational position or terminated employment in a Management position and are reemployed in an Occupational position. Different rules apply to transfers (and reemployments) before and after January 1, 2001. The following questions provide a very brief overview of some of these rules. This overview does not address all of the various detailed rules and exceptions applicable to these situations. If you have questions, you should call the CenturyLink Pension Service Center for more details.

167. How is my pension calculated if I transfer from a Management position to an Occupational position (or am reemployed) on or after January 1, 2001?

In general, if you transfer to an Occupational position from a Management position after December 31, 2000 (or you are reemployed after that date), your pension will be the sum of the Management pension benefit earned through the earlier of the date of transfer or December 31, 2009 plus the Occupational pension benefit earned on and after the transfer. Your Management pension benefit earned up to the date of transfer will be based on the Management provisions of the Plan (ABF, DLS formula and/or OMF, as applicable to your particular situation earned through the earlier of December 31, 2009 or your termination of employment) in effect at the time of your transfer; PCS and compensation after the transfer are ignored for purposes of the Management formulas. Your pension benefit following the date of transfer will be based on the Occupational provisions; your service and compensation earned while you were a Management Employee is ignored for this purpose. This combined benefit is referred to as a "Combination Benefit." If you transfer to an Occupational position from a Management position after April 30, 2015 (or you are reemployed after that date), your pension benefit will be the sum of the Management pension benefit earned through the earlier of your termination of employment or December 31, 2009 plus the Occupational pension benefit earned under the Account Balance Formula for Occupational Employees on and after the date of the transfer.

168. How is my pension calculated if I transferred from a Management position to an Occupational position (or was reemployed) before January 1, 2001?

If you transferred to an Occupational position from a Management position before January 1, 2001 (or you are reemployed before that date), your pension earned up to the date of transfer will be based on the Management provisions of the Plan (DLS formula or OMF, as applicable) in effect at the time of your transfer; PCS and compensation earned after the transfer are ignored for purposes of the Management formulas. Your pension benefit following the date of transfer will be based on the Occupational provisions; PCS and compensation earned after the transfer are ignored for purposes of the Management formulas. This combined benefit is referred to as a "Combination Benefit."

Note: Special rules apply if you transfer from Management to Occupational as a Protected Participant. If you have questions regarding these rules, please contact the CenturyLink Pension Service Center.

OTHER INFORMATION ABOUT THE PLAN

169. How do I obtain a pension benefit estimate or apply for a Plan benefit?

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 (see Question 113). **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 should request a Retirement Kit **at least 30 days but not more than 180 days in advance of your anticipated date of termination of employment.** If employment ends and you are vested and have not requested a Retirement Kit, a Retirement Kit will be sent to your home address on file. For more details regarding when you may begin receiving your pension benefit, refer to the Sections in this SPD titled "When Occupational Employees May Begin Receiving Their Pension" or "When Management Employees May Begin Receiving Their Pension."

A Retirement Kit expires 90 days after your Pension Effective Date, and you must then request a new Retirement Kit. The Pension Effective Date is adjusted for the new Retirement Kit. The lump sum amount in your Retirement Kit will be based on the latest available Interest Rates in effect during the month that you request the estimate because the Interest Rates for this projected estimate's Pension Effective Date are unavailable. These estimates are not binding; if there is an error in the data used in the calculation, the data will be corrected, and your pension will be recalculated. 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. If you see an error in your service record or pension band, or other date, you are obligated to correct it. At the time your pension benefit is processed for payment, the data used in the calculation is reviewed against Company records to ensure its accuracy. 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 online (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.

You may Retire Online, 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 online on a continuous basis by accessing HRconnect on InsideLink or by logging onto centurylink.com/mypension using your User ID and password. Enhanced security has been added to the online 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 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 online on a continuous basis by accessing www.centurylinkpension.ehr.com using your User ID and password. Enhanced security has been added to the online 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 2, 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 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, option 3, to request pension information.

You may also choose to defer receipt of your pension payment until a later date but not later than age 65. **If you delay commencing your pension, payments will not be made retroactively when you finally decide to retire. You forfeit those payments from the date you were eligible for unreduced benefits, and the longer you delay making a valid retirement election the more you forfeit**. Refer to the Definitions section at the end of this SPD – Service Pension Eligible.

Reminder: 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 Question 170 below.

170. How do I keep my home address and name up to date with the Plan?

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. 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 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. 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

171. How can my Social Security Number be used by the Plan?

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.

172. Does the funding level of the pension plan affect my ability to receive a lump sum distribution?

Yes. Effective January 1, 2008, the Plan was amended to comply with the Pension Protection Act of 2006 requirements regarding underfunded plans. The Internal Revenue Code sets limitations on the accrual and payment 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 could not be amended to increase benefit accruals. In the event that distribution limitations were ever to apply to the Plan, the Plan Administrator would notify participants and beneficiaries in writing.

173. Can my pension be decreased?

Your pension benefit calculated under the Old Management Formula can never be less than your accrued age 65 monthly annuity benefit calculated at the end of any Plan Year on or before December 31, 2009. Likewise, your pension benefit under the Defined Lump Sum formula can never be less than the lump sum benefit calculated at the end of any Plan Year on or before December 31, 2009. Your lump sum pension benefit under the Account Balance Formula will not be less than your pension benefit as of December 31, 2009.

Your pension benefit calculated under the formulas in effect for Occupational Employees hired before January 1, 2009, can never be less than the accrued age 65 monthly annuity benefit calculated at the end of any Plan Year. For Occupational Employees hired or rehired on or after January 1, 2009, your lump sum pension benefit under the Account Balance Formula will never be less than your pension benefit at the end of each year.

Refer also to Question 201 for important information regarding pension benefits provided by the Pension Benefit Guarantee Corporation upon a Plan termination.

174. What limits does the Internal Revenue Code impose on pension benefits?

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.

If your annual pension benefit exceeds the Section 415 limit, the portion of the pension benefit that exceeds the limit will be paid by the Company (or a company-sponsored nonqualified plan) rather than the Plan Trust. This portion cannot be rolled over to an IRA or another plan. As with all other Plan provisions, the Company reserves the right, in its sole discretion, to change this practice in the future.

In addition, if your pension benefit formula considers compensation or earnings, the amount included for these purposes for any individual shall not exceed the limits imposed by the Internal Revenue Code ($280,000/year for 2019). This limit is indexed annually meaning it changes from year to year.

Any pension benefit amount in excess of the Section 415 limit is payable only as a lump sum.

175. May I assign my pension benefits to someone else or can someone take away my pension benefits?

Except as required by applicable law, your pension benefits provided under the Plan are not subject to assignment, alienation, sale, anticipation, attachment, pledge, encumbrance, charge, execution, garnishment, exclusion or 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 (ERISA), as amended from time to time. However, the Plan will comply with tax levies and liens from the IRS and QDROs.

176. What happens to my pension benefit if I am divorced?

The Retirement Equity Act of 1984 permits the assignment of all or a portion of your pension benefit to a spouse, former spouse, child, or other dependent if such assignment is made pursuant to a qualified court order. You will be notified if the Plan receives such an order, known as a "Qualified Domestic Relations Order" (QDRO), that applies to all or a part of your pension benefit. You may obtain, without charge, a copy of the Plan's QDRO procedures by calling the CenturyLink Pension Service Center at 855-481-2661, via email at WTWQDRO@willistowerswatson.com or by sending your request to:

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

A determination by the Committee's delegate, the QDRO Service Center, that an order does or does not constitute a QDRO shall be binding and conclusive as to all persons affected thereby.

Note: Pension benefits earned under the Qwest Nonqualified Pension Plan are not subject to the terms of a QDRO.

177. What is a Qualified Domestic Relations Order (QDRO)?

A "QDRO" is a judgment, decree, or order (including approval of property settlement agreement) that:

- Relates to the provision of child support, alimony payments, or marital property rights of a spouse, former spouse, child, or other dependent of a Participant; and
- Is made pursuant to a state domestic relations law (including a community property law); and meets a variety of other requirements under the tax and pension laws.

178. Can my pension benefit be offset by other retirement benefits I receive?

Plan payments will not be reduced because of pensions or benefits paid under the Social Security Act or the Railroad Retirement Act or because of military service. Disability pensions effective prior to August 1, 1998, and Sickness or Accidental Death Benefits paid for deaths prior to August 1, 1998 are reduced by workers' compensation amounts.

179. What is the pay date for my pension benefit?

Assuming you qualify for a pension benefit and have completed and timely returned all forms and elections, pension payments in the form of an annuity are paid in arrears on the first day of the month (or as soon as practicable thereafter following timely receipt of your election forms). If you elect a lump sum distribution of your pension benefit, it is paid on the first day of the month following timely receipt of your election forms. Your pension benefit is based on your Pension Effective Date and your monthly pension annuity may include a partial month's payment based on your Pension Effective Date. In all cases, your termination of employment must be posted in the Company's records before payment of the pension benefit can be processed. The time frame by which a participant has to elect a lump sum distribution is the earlier of 90 calendar days from your date of termination of employment, OR if later, 60 calendar days after you receive your Retirement Kit.

Your Benefit Election Form must be postmarked by the last day of the election period. If your completed Benefit Election Form is not received with a postmark on or before the last day of the election period, you will only be eligible to receive a pension benefit that will not be paid retroactively.

180. What rules apply if I am a former Participant in the U S WEST Profit-Sharing Retirement Plan?

Effective August 1, 1985, the U S WEST Profit-Sharing Retirement Plan was merged into the Plan. This applies to you only if you were an employee of the former FirsTel, Interline, and NeTech Companies. Money held under the profit-sharing retirement plan was transferred to and is treated as part of the Plan. All profit-sharing retirement plan benefits are now paid from the Pension Plan.

Your profit-sharing retirement plan account is credited with interest each year up until the date of termination of employment. Money transferred to the Plan from the profit-sharing retirement plan is invested as part of the overall pension trust fund. Until the beginning of the year you terminate employment, the rate your account earns is the same as the rate earned by the Plan. Your account will be credited with at least 5% annual interest even if the rate the Plan earns is less. 5% per annum will be credited during the portion of the calendar year in which you terminate employment with the Controlled Group.

Your profit-sharing retirement plan account may be paid under any of the payment options available to you as a Participant of the Plan. If you elect an annuity, your profit-sharing plan benefit is converted to a monthly annuity in accordance with the rules applicable to converting a DLS formula lump sum to a DLS formula annuity. At the time you terminate employment and request a Retirement Kit, information regarding your profit-sharing plan balance will be provided to you.

No payment of benefits from the pension plan are allowed other than as a result of retirement or termination of employment. If you were an active employee on August 1, 1985 and had previously participated in the profit-sharing retirement plan, you were eligible to receive service credit in the Qwest Pension Component retroactive to January 1, 1985 (or your date of hire, if later).

181. What are the "Top-Heavy" plan rules?

The Internal Revenue Code provides a complicated set of rules for determining whether the Plan is top-heavy. The Plan would be top-heavy if the value of accrued pension benefits belonging to "key employees" exceeds 60% of the total value of all accrued pension benefits for all employees. 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 who has completed a year of service 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.

182. Who is responsible for managing Plan assets?

The named fiduciary for the investment of Plan assets is CenturyLink Investment Management Company (CIM). CIM's responsibilities include the authority to determine asset allocation ranges and investment strategies for plan assets; the appointment and removal of trustees, investment managers and other investment-related service providers; monitoring the performance of all investment-related service providers; and 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.

183. How are Plan assets invested?

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 either by mail or have available online an annual 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 the Company's Form 10K filed with the SEC which is available online at the Investor Relations section of the Company's website at ir.centurylink.com or the SEC's website at sec.gov.

184. Can overpayments to Participants be recovered?

Yes. The Plan provides that the CenturyLink Employee Benefits Committee (EBC) or its delegates have the authority to recover overpayments from Participants and Beneficiaries through all lawful process, including litigation. The EBC or its delegate also has the authority to adjust or suspend future benefit payments to offset or recover any overpayments made to a Participant or Beneficiary.

185. What happens to my pension benefit if the payment is delayed or it is not calculated correctly, and I don't receive the correct amount?

If your pension benefit is delayed or not calculated accurately (resulting in an underpayment) solely as a result of the Plan's administrative processes, interest on the delayed payment or underpayment shall be paid to you. The rate of interest used to adjust delayed payments or underpayments shall be the average of the 30 Year Treasury rate for the first through fifth months preceding the Pension Effective Date. This additional interest payment is not paid with respect to any delayed payments or underpayments that are due to the result of your failure to elect and return the required election forms timely. It is your responsibility to keep your address current with the CenturyLink Pension Service Center (see Question 170).

186. What pension benefit will I receive if a clerical error or other mistake is made in the calculation of my pension benefit?

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. Generally, 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.

187. When may a Power of Attorney or Letters of Guardianship/Conservatorship be recognized under the Plan?

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.

188. How secure are my pension benefits in the Qwest Pension Component?

Qwest pension benefits are paid from a Master Trust that is held separate from the assets of CenturyLink. The assets in this trust may only be used for the benefit of the Plan Participants.

If the Plan becomes "underfunded" as this term is defined by the Internal Revenue Code, CenturyLink is obligated to make contributions to the pension trust in accordance with requirements of law.

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 CenturyLink 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 CenturyLink Employee Benefits 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. The Plan may only be amended pursuant to its written provisions.

189. When are my interest and rights in the Plan terminated?

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.

PLAN ADMINISTRATION

190. Who is the Plan Administrator?

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 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.

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

191. What are the responsibilities of the 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.

192. Who pays for Plan 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.

193. What type of plan is the Plan?

In general, it 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. The DLS formula is a pension equity formula and the Account Balance Formula is a cash balance formula.

The Plan document also contains a ''welfare plan'' under which certain limited death benefit payments, which are welfare benefits, may be paid to "Qualified Beneficiaries" of eligible Active Employees who die while still employed. The term "Qualified Beneficiaries" is defined in Question 142.

The Plan document also contains an "excess plan" to the extent it provides certain pension benefits in excess of certain IRS limits paid directly from the Participating Companies.

194. Who pays for the cost of pension benefits?

The entire cost of the benefit under the Plan is paid by CenturyLink. Contributions to the Plan are actuarially determined and paid by CenturyLink into a Master Trust established exclusively for designated Plan purposes.

All Plan benefits may be paid from the Plan trust (refer to Questions 188 and 195); however, those benefits noted below are paid as operating expenses of CenturyLink.

- Disability pension payments for Participants whose benefit began prior to January 1, 1996
- Annuitants of disability pensioners whose benefit began prior to January 1, 1996
- IRC Section 415 excess pension benefits
- MDPP benefits to the extent they cannot be paid due to Section 415

195. Who is the 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

196. What is the Plan Year?

The Plan and all its records are kept on a calendar-year basis, beginning January 1 and ending December 31 of each year.

197. Can the Plan be amended?

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

198. How long will the Plan continue?

CenturyLink, Inc. currently intends to continue the Plan, but is not obligated to do so. However, if the Plan should be terminated or contributions completely discontinued, Participants could have certain rights to future benefit payments. Plan Participants may also have certain rights to benefits insured by the Pension Benefit Guaranty Corporation as described in Question 201.

199. Can the Plan be terminated?

CenturyLink, Inc. reserves the right to terminate this Plan at any time and each individual Participating Company has reserved the right to terminate participation in the Plan at any time. The CenturyLink Plan Design Committee may also have the authority to terminate the Plan.

200. What happens if the Plan is terminated?

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 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 assets in the trust fund associated with the Plan sufficient to cover such pension benefits.

If the Plan is terminated, Occupational Employees will not accrue 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 or not an employee's pension benefit was vested prior to the termination, and the amount of the employee's calculated pension benefit to the date of the 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 payment, and/or such other means and in such other form as the Company 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 annuitants, 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 benefits 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, 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, CenturyLink, Inc. reserves the right to amend this provision relating to any remaining assets in the event of Plan termination. CenturyLink, Inc. 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.

201. Are any of the pension benefits offered under the Plan insured?

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 lose certain benefits or have them reduced.

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 you are eligible under the terms of the Plan; 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 of 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.

202. What effect does a change in control have on the Plan?

In the event of a change in control (as defined in the Plan) of Qwest Communications International Inc., the Plan restricts the right to make various amendments and also prohibits the reversion of any assets to any Participating Company for five years following the change of control. The merger of Qwest into CenturyLink was not a change in control as defined in the Plan.

203. This Summary Plan Description only provides an overview of Plan rules, where can I request copies of the Plan's actual documents?

This document is a Summary Plan Description of the Qwest Pension Component 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 E. 24th St., 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 (EBC) at the following address: CenturyLink, Inc., CenturyLink Employee Benefits Committee, 214 E. 24th St., Vancouver, WA 98663-3212, and specify the documents to be examined and at which Company work location they wish to examine them. Alternatively, you may request a paper copy be mailed to you. A reasonable fee will be charged for copies of the documents requested unless federal law requires that documents be furnished without charge. The Occupational provisions are partially maintained pursuant to certain collective bargaining agreements; the applicable portions of these agreements are also available for review but you must specify you also want to see these.

FILING A CLAIM

You must submit a written claim for pension benefits. If your claim is denied, you can follow a procedure to appeal the denial.

204. How do I file a Pension Claim?

Note: 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 claims procedure below. 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.

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 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.

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.

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.

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 will make a decision regarding an appeal within 120 days after its receipt of the claim, if the time period was extended as described in the previous paragraph

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.

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

<u>**Filing a Lawsuit**</u>

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:

1. the 60th day after you (the claimant) receive an adverse benefit determination; or
2. 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 claims and appeals process, 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.

STATEMENT OF ERISA RIGHTS

As a Participant in the Qwest Pension Component, you are eligible to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be eligible to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. Prior to 2009, the Plan Administrator was required by law to furnish each Participant with a copy of the Summary Annual Report (SAR). The Summary Annual Report is no longer required to be provided for pension purposes starting effective for Plan Year 2008. Instead, the SAR is replaced by an Annual Funding Notice which is required to be distributed annually by April 30.
- 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, 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 a pension benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Benefit Notice

You are eligible to receive an individual benefit statement at least once every three years under the Employment Retirement Income Security Act of 1974, as amended ("ERISA") and the Pension Protection Act of 2006 (PPA). Alternatively, the Plan can provide information annually regarding your ability to obtain pension benefit information.

You may obtain specific information regarding your pension benefit and the available forms of payments under the Qwest Pension Component. The information is available on a continuous basis on the pension website. Log onto centurylink.com/mypension using your Company computer at or by logging onto centurylink.ehr.com using any computer with internet connection. You may also request, free of charge, this information in a paper version. Contact the CenturyLink Pension Service Center at 800-729-7526 to request this information.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, if applicable or any other person, may fire you 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 latest 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 Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for 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 as designated by the Plan. 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 Federal court as designated by the Plan. 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.

Assistance with Your Questions

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

THE MODIFIED DISABILITY PENSION PROGRAM (MDPP) FOR MANAGEMENT EMPLOYEES

The Modified Disability Pension Program was eliminated for terminations due to disability after June 30, 2003. For specific questions regarding those pension benefits under the MDPP, refer to the SPD effective January 1, 2001.

DEFINITIONS — QWEST PENSION COMPONENT

Set forth below are summaries of some important definitions used in the Plan.

ABF: Account Balance Formula

Active Participant: A Participant who is a Covered Employee.

Actuarial Equivalent: Two benefits that are Actuarially Equivalent have the save value, on the basis of actuarial assumptions set forth in the Plan. Prior to July 1, 2001, different assumptions applied for Management and Occupational Participants.

Annuity: A specified monthly pension payment to a Participant or Beneficiary.

Annuity Starting Date: The first date with respect to which an amount is paid as an Annuity. In the case of a lump sum benefit, the Pension Effective Date.

Applicable Interest Rates: The Applicable Interest Rates are based on rates set by the IRS each month. In general, for distributions effective on or after August 1, 1999, the Applicable Interest Rates for the Qwest Pension Component are the average of the IRS interest rates over the five months prior to the month in which your Annuity Starting Date occurs. For example, the rates for Annuity Starting Dates in October are the average of the IRS interest rates for the months of May through September. Calculations of pension benefits for the month of November are based on the average of the IRS interest rates for the months of June through October.

Beginning in 2009, the Applicable Interest Rates are the IRS corporate bond rates which are determined as three segment rates. The first segment rate is based on bonds maturing within 5 years, the second segment rate is based on bonds maturing in 5 to 20 years, and the third segment rate is based on bonds maturing in over 20 years. In converting an annuity to a lump sum and a lump sum to an annuity, the three segment rates are applied as follows:

- The first segment rate applies to any annuity payment paid or assumed to be paid within 5 years of your Pension Effective Date.
- The second segment rate applies to any annuity payment paid or assumed to be paid more than 5 years after and within 20 years of your Pension Effective Date.
- The third segment rate applies to any annuity payment paid or assumed to be paid more than 20 years after your Pension Effective Date.

If you have requested a pension estimate and the interest rates for the date of your planned retirement or termination are not available, assumed interest rates will be used for your calculation. The assumed interest rates for converting an age 65 monthly annuity to a lump sum or for converting an Account Balance Formula (ABF) or Defined Lump Sum (DLS) formula lump sum to a monthly annuity will be the Interest Rates in effect during the month that you request the estimate because the Interest Rates for this projected estimate's Pension Effective Date are unavailable.

This is an estimate and your final pension amount may change based on the actual Interest Rates and Mortality Table in effect on your Annuity Starting Date and the verification of your employment and personal data.

Remember, if your benefit is determined under the OMF or the Occupational Formula for Occupational Employees hired or rehired prior to January 1, 2009, the interest rates affect the calculation of your lump sum. Lower interest rates produce a higher lump sum and higher interest rates produce a lower lump sum.

If your benefit is determined under the DLS formula or the ABF, the interest rates do affect the calculation of your monthly annuity. Higher interest rates produce a larger monthly annuity and lower interest rates produce a lower monthly annuity.

Interest rates do not affect:

- Monthly annuity amounts determined under the OMF or the Occupational Formula for Occupation Employees hired or rehired prior to January 1, 2009, and
- Lump sum amounts determined under the DLS formula prior to January 1, 2010 and the ABF.

If your pension benefit is determined under the DLS formula, your age 65 Annuity amount, your immediate Annuity amount and your lump sum at retirement or termination of employment will not be less than the amounts determined as of December 31, 2009 based on the interest rates and mortality table in effect on December 31, 2009.

Prior to 2008, the IRS rates were the average yield on 30-year Treasury Securities for the preceding month. Beginning in 2008, due to changes under the Pension Protection Act of 2006, the IRS rates gradually changed to the yields on investment grade corporate bonds. The use of corporate bond rates was phased in at 20% per year over 5 years so that by 2012, the rates were entirely based on corporate bonds.

Applicable Mortality Table: The "applicable mortality table" means, for purposes of determining the minimum present value under Code section 417(e)(3), the mortality table specified by the Commissioner of Internal Revenue in revenue rulings, notices, or other guidance. With respect to distributions that are not minimum present values under Code section 417(3)(3), applicable mortality tables are set forth by the Plan and regulations in effect for the date the pension distribution is made. The applicable Mortality Tables are "unisex" mortality tables which define a probability of death at each age.

In the case of the Defined Lump Sum (DLS) formula benefits, the Applicable Mortality Table used to convert the lump sum amount to an annuity is the table in effect when you terminate employment and not the table in effect on your Annuity Starting Date.

If your pension benefit is determined under the DLS formula, your age 65 annuity amount, your immediate annuity amount and your lump sum at retirement or termination of employment will not be less than the amounts determined as of December 31, 2009 based on the interest rates and mortality table in effect on December 31, 2009.

Applicable Occupational Participant: Each Occupational Participant whose Eligible Separation occurs on or after July 1, 2001.

Beneficiary: Either the contingent annuitant elected by a Participant with respect to a Joint and Survivor Annuity option or the person named to receive the pre-retirement survivor benefit.

Benefit Start Date:

<u>Occupational Employees:</u> If you terminate employment as an Occupational Employee on or after July 1, 2001 (or between October 12, 2000 and June 30, 2001, if you are an Applicable Occupational Participant) and you are not eligible to receive a service or disability pension benefit, a reduced pension benefit is payable to you immediately if you are Vested.

If you terminated employment as an Occupational Employee prior to October 12, 2000 and were not eligible to receive a service or disability pension benefit, you could be eligible to start receiving your deferred vested pension benefit as early as:

Earliest Age Reduced Payment May Be Elected	Term of Employment (TOE) When Employment Ended
Age 50	At least 25 years
Age 55	At least 20 years
Age 60	At least 15 years

Management Employees: If you terminate employment as a Management Employee after January 1, 1997 and you are not eligible to receive a service pension benefit, a reduced monthly pension benefit is payable to you immediately if you are Vested.

If you terminated employment as a Management Employee prior to January 1, 1997 and you were not eligible to receive a service or disability pension benefit, you may be eligible to start receiving your pension benefit prior to age 65 if you are Vested and meet the requirements in the table listed above.

Note: You must apply for your pension benefit in order for pension payments to begin and your accurately completed forms must be returned. See Question 169 for how to apply.

CenturyLink Combined Pension Plan: Effective December 31, 2014, a defined benefit plan that includes the: CenturyLink Retirement Component, Embarq Pension Component, Madison River Retirement Component and Qwest Pension Component. Each Component Plan has its respective eligibility, formulas, benefits and terms and conditions.

Classic Qwest: Qwest and its subsidiaries owned prior to the Qwest/U S WEST merger. This term generally only refers to periods prior to 2001. Classic Qwest began participating in the Plan effective January 1, 2001.

Combined Employment Service This service is used for benefit eligibility, retirement reduction factors and service pension eligibility under this Plan, the total period of relevant employment service with the Controlled Group equal to an Employee's Term of Employment plus all years of Employment with the Controlled Group, even years prior to the date the Controlled Group member became an Affiliated Company and years prior to the date the Employee transferred to the Company. For this purpose, Combined Employment Service earned during employment with a non-participating Controlled Group member shall be determined by the applicable Controlled Group member, in its sole discretion, within the meaning of and in accordance with its plans, policies and procedures and such determination of years of service to be counted for Combined Employment Service shall not be recalculated under the provisions of this Plan.

Company: Qwest Communications International Inc. ("Qwest") which is a subsidiary of CenturyLink, Inc. Prior to June 30, 2000, the Company was U S WEST, Inc. However, Qwest and its subsidiaries owned prior to the merger with U S WEST did not participate in the Plan prior to 2001. Legacy CenturyLink and Legacy Embarq do not participate in this Plan prior or subsequent to the merger on April 1, 2011.

Compensation Credit: Under the Account Balance Formula (ABF), the Plan will credit your account with 3.0% of your eligible compensation at the end of each year (or your Termination date if earlier). This 3.0% is called the "Compensation Credit." Effective January 1, 2010 for Management Employees, Compensation paid after December 31, 2009 is not included in the calculation of the ABF.

Continuing Employee: Each person, who (a) is either a Legacy Qwest Employee or a Legacy CenturyLink Employee and (b) continues in employment subsequent to the Merger Date with either Qwest Communications International Inc. (or any of its Subsidiaries) or CenturyLink, Inc. (or any of its subsidiaries).

Controlled Group: Individually or jointly as the context requires, the Company, each Affiliated Company, Non-Participating Company and Participating Company.

Covered Compensation: Covered Compensation is the average of the Social Security taxable wage bases for each year in the 35-year period ending with the year in which the Employee attains social security retirement age.

Covered Employee: An Employee of the Company except for:

- Legacy CenturyLink employees (Continuing Employees) who participate in another qualified plan sponsored by the Controlled Group; or
- Effective February 8, 2017, any Employee represented by CWA Local 7203Z; or
- [6]Effective May 23, 2016, and Employee of the Controlled Group who is categorized in the Controlled Group payroll system as a Project Based Employee; or
- Effective January 1, 2010, Management Employees hired after January 1, 2009; or
- Prior to January 1, 2008, an Occupational Employee of El Paso County Telephone Company; or
- Effective January 1, 2007, Employees from non-U.S. subsidiaries or non-U.S. affiliates of Qwest who are assigned to work for finite periods of time while on a U.S. company payroll; or
- Effective January 1, 2007, Employees hired on or after January 1, 2007 to work on U.S. government contracts that specifically deny eligibility to participate; or
- Prior to January 1, 2001, an employee of Classic Qwest, or
- Effective August 16, 1998, an Occupational Employee in a student classification; or
- A "leased employee" as defined in Internal Revenue Code Section 414(n); or
- A non-resident alien employed outside the United States.

DLS: Defined Lump Sum formula for Management Employees.

Demotion: A transfer to a job title or classification that has a pension band number (for Sales Employees, pension factor) that is lower than the pension band number (for Sales Employees, pension factor) related to the job title and classification from which the employee was transferred.

Eligible: You are Eligible to participate in the Plan if you are a Covered Employee and you have completed 12 consecutive months of service, counted from your Employment Commencement Date. (Prior to January 1, 1995, special rules applied to Incidental Employees.)

Employee: Employees employed on the payroll by Participating Companies and who receive compensation (other than a pension benefit, retainer or fee under contract). However, employees do not include individuals performing services under an arrangement or contract characterized as an independent contractor arrangement, individuals not subject to wage withholding from Qwest, individuals not initially classified as common law employees of Qwest, Leased Employees, or any other individuals leased by a Participating Company from an entity that is the individual's employer of record. Even if such characterization or treatment is incorrect and the individual is in fact a common law employee, the individual shall not be treated as an employee either prospectively or retroactively; however, if he/she is informed (in writing) by the Company that he/she is to be treated as such for purposes of the Plan, such individual shall be treated as an employee with respect to periods after the date specified in the notice.

Employment Commencement Date: The date on which an Employee first performs an Hour of Service for a Participating Company.

Final Average Compensation: Means the average annual compensation paid to a Participant during the 60 consecutive calendar months for which compensation is the highest within the last 120 consecutive calendar months immediately preceding the date employment ends. Final Average Compensation is used in the calculation of the Old Management Formula (OMF) and Defined Lump Sum (DLS) formula and in the calculation of the benefit for Occupational Employees who are Sales Employees who were hired or rehired prior to January 1, 2009. Final Average Compensation is not used in the calculation of the Account Balance Formula (ABF) benefit. Compensation paid after December 31, 2009 will not be used in determining Final Average Compensation under the OMF or the DLS formula.

Grandfathered Participant: An active Management Participant on January 1, 1997 whose age and service (each rounded up to the next whole number) totaled or exceeded 55. Participants whose age and service totaled or exceeded 55 continued to earn a pension benefit under the Old Management Formula (OMF) after 1996.

Hour of Service: Each hour for which an employee is paid, or eligible to payment, for the performance of duties for a Participating Company.

Incidental Employee: Effective January 1, 2014, an Employee who is employed for an indefinite period of time on an as needed basis for a cumulative total of less than 1,120 hours in any calendar year. Prior to January 1, 2014, the cumulative total of less than 850 hours in any calendar year was in effect.

Interchange Company: A company, other than a Participating Company, that is a party to the MPA. Any reference to any person employed by an Interchange Company shall be limited to “covered employees” as that term is defined in the MPA.

Interest Credit: Under the Account Balance Formula (ABF), your account earns interest, and that interest is referred to as an Interest Credit. The amount of this Interest Credit is based on your account balance at the beginning of each year.

Leased Employee: Any person, within the meaning of Internal Revenue Code Section 414(n), with respect to a Participating Company or a Non-Participating Company. Generally, these individuals are employed by a third party (CenturyLink contracts with the third party to lease these workers to provide services to CenturyLink).

Legacy CenturyLink: Legacy CenturyLink means, CenturyLink, Inc. and its subsidiaries (including but not limited to Embarq Corporation and Madison River Communications Corp.), as such group of affiliated employers existed prior to the Merger Date.

Legacy CenturyLink Employee: Legacy CenturyLink Employee means each person who, prior to the Merger Date, is employed by Legacy CenturyLink.

Legacy Qwest: Legacy Qwest means, Qwest Communications International Inc. and its subsidiaries, as such group of affiliated employers existed prior to the Merger Date.

Legacy Qwest Employee: Legacy Qwest Employee means each person, who prior to the Merger Date, is employed by Legacy Qwest.

Management Employee: A salaried Employee — in other words, an Employee whose pay is at a monthly or annual rate and whose position is not subject to automatic wage progression. However, a non-salaried Employee temporarily promoted to a salaried position after 2000 is not a Management Employee.

Mandatory Portability Agreement (MPA): The agreement effective January 1, 1985 between the post-Divestiture AT&T companies to provide for the portability of benefits and recognition of TOE between such companies.

Merger Date: Merger Date means April 1, 2011, which is the effective date of the merger of Qwest Communications International Inc. and SB44 Acquisition Company (which is a wholly owned subsidiary of CenturyLink, Inc.), upon which Qwest Communications International Inc. became a direct, wholly-owned subsidiary of CenturyLink, Inc.

Non-Participating Company: Any corporation or other entity in the Qwest Controlled Group (80% or more owned) that does not participate in the Plan. From the date of the merger of U S WEST into Qwest until

December 31, 2000, Classic Qwest was a Non-Participating Company. Legacy CenturyLink, Legacy Embarq and Legacy Madison River are Non-Participating Companies.

Nonqualified Benefit: The nonqualified pension benefit is based on compensation that exceeds the IRS Section 401(a)(17) limits and compensation deferred under the Qwest Deferred Compensation Plan. The nonqualified pension benefit is payable only as a lump sum and is not eligible for rollover to an IRA or another qualified retirement plan. Payment of the nonqualified pension benefit is subject to section 409A regulations. The nonqualified pension benefit is not subject to the terms of a Qualified Domestic Relations Order (QDRO).

Non-Salaried Employee: An Employee whose position is subject to automatic wage progression or whose pay is not at a monthly or annual rate, including a Non-Salaried Employee temporarily promoted to management (in the case of such a temporary Promotion prior to 2001, the person ceased to be an Occupational Employee after 12 months of such temporary Promotion).

Normal Retirement Age: Normal Retirement Age means the later of age 65 or the fifth anniversary of the time the Participant commenced participation in the Plan. There are two exceptions:

- An Occupational Participant who has accrued a benefit under the Account Balance Formula, has a Normal Retirement Age of the later of age 65 or the third anniversary of the time the Participant commenced participation in the Plan.
- Effective January 1, 2009, a Management Participant who has accrued a benefit under the Account Balance Formula, has a Normal Retirement Age of the later of age 65 or the third anniversary of the time the Participant commenced participation in the Plan.

Occupational Employee: An Employee who is a member of a collective bargaining unit represented by a union that has agreed to participate in the Plan. Also includes a non-salaried Employee, that is, an Employee whose pay is subject to automatic wage progression or whose pay is not at a monthly or annual rate. An employee temporarily promoted to management status is treated as an Occupational Employee.

OMF: Old Management Formula

One-Year Period of Service: 12 consecutive months of a Period of Service.

One-Year Period of Severance: 12 consecutive months of a Period of Severance.

Participant: Generally, a Covered Employee becomes a Participant after completing a one-year Period of Service. Additional participation rules applied prior to 1997. In addition, there are no new Management Participants after January 1, 2009.

Participating Company: Qwest or any 50% owned subsidiary that, with the consent of the Plan Design Committee, participates in the Pension Plan. Legacy CenturyLink, Legacy Embarq and Legacy Madison River are not Participating Companies. Neither Qwest nor its subsidiaries owned prior to the merger of U S WEST into Qwest were Participating Companies prior to January 1, 2001.

Pension Band: A pension band is assigned to Occupational job titles other than Sales Employees. The monthly rate applicable to the pension band is used to calculate the pension benefit for Occupational Employees hired or rehired prior to January 1, 2009.

Pension Calculation Service: Pension Calculation Service is used to calculate the amount of your pension benefit under the Old Management Formula (OMF) and the Occupational formulas in effect for Occupational Employees hired or rehired prior to January 1, 2009. It is not used to calculate the pension benefit under the Defined Lump Sum (DLS) formula or the Account Balance Formula (ABF) benefit. It is similar, but not identical to, Term of Employment (TOE). Some differences include (1) if you have a break in service, the breaks in service and bridging rules for vesting, rather than TOE, will apply for purposes of determining Pension Calculation Service; (2) Pension Calculation Service (but not TOE) will be prorated for any part-time service during your career (except for purposes of calculating the

Supplemental Monthly Pension Benefit, if applicable) and (3) for Employees who transfer between Management and Occupational positions, unless indicated otherwise, your benefits under the Management provisions of the plan are only based on your PCS while you are a Management Employee and your benefits under the Occupational provisions are only based on your service while you are an Occupational Employee.

Pension Effective Date: The Pension Effective Date (PED) is the date used to determine the effective date for your pension benefit to begin. Refer to Question 64 (Occupational) or Question 112 (Management) for complete details.

Period of Service: A "Period of Service" is the period beginning on your Employment Commencement Date or Reemployment Commencement Date, whichever is applicable, and ending on your Severance Date. A Period of Service is used for determination of participation and vesting.

Period of Severance: The period of time commencing on your Severance Date and ending on your Reemployment Commencement Date.

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 also may be amended and/or terminated by the CenturyLink 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 CenturyLink Plan Design Committee.

Project Based Employee: A "Project Based Employee" is an Employee who is (a) categorized in the Controlled Group's payroll system as a "project based employee", (b) is hired by the Controlled Group 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 Controlled Group to perform services pursuant to a specific contract, which is between the Controlled Group and an external customer of the Controlled Group and which contains as assessed "completed by" date.

Promotion: A transfer from one Occupational job title or classification to a different Occupational job title or classification that has a pension band number (for Sales Employees, pension factor) that is higher than the pension band number (for Sales Employees, pension factor) related to the job title or classification from which the Occupational Employee was transferred. Temporary promotions between Occupational positions are not considered Promotions during the first 12 months of the temporary promotion. Different rules apply for temporary promotions from non-salaried to salaried status.

Protected Participant: You are considered to be a Protected Participant if:

- You were an active Management Employee or active Occupational Employee on December 31, 2000, and
- You either had:
    1. 20 years of Term of Employment (TOE) as of December 31, 2000, or
    2. Became Service Pension Eligible on or before December 31, 2003
- If a Protected Participant terminates employment (other than an involuntary layoff less than six months) and is rehired, the Participant is not considered Protected for the period of reemployment.

Note: These rules will only apply to active Occupational Employees on December 31, 2000, if they transfer directly (without terminating employment) to a Management Position.

ODRO: Qualified Domestic Relations Order within the meaning of Code section 414(p) and ERISA section 206(d).

Qualified Joint and Survivor Annuity: An annuity payable for the life of the Participant with a survivor annuity payable for the life of the Participant's surviving Spouse that is 50% of, or if permitted and if the Participant so elects, 75% or 100% of, the amount of the annuity payable during the joint lives of the

Participant and the Spouse. This annuity is the Actuarial Equivalent of a Single Life Annuity.

Effective for terminations on and after January 1, 2009, a non-spouse may be named to receive any of the available Qualified Joint and Survivor Annuity options (with spousal consent, if applicable).

Available to Participants who terminate employment after December 31, 2008 and to vested former Participants who terminated employment prior to January 1, 2009 and who were not in payment status on December 31, 2008.

Qualified Pre-retirement Survivor Annuity: A survivor annuity payable for the life of the surviving Spouse or if eligible, the beneficiary of the Participant who dies before his Annuity Starting Date.

Qualified Optional Survivor Annuity: A survivor annuity payable for the life of the surviving Spouse or if eligible, the beneficiary of the Participant that is paid as a 75% J&S and is the actuarial equivalent of the Single Life Annuity.

Qwest: Qwest Communications International Inc.

Reemployment Commencement Date: The first date, following a Period of Severance (that is not required to be taken into account under the Plan) on which the employee performs an Hour of Service for a Participating Company.

Salaried Employee: An Employee whose pay is at a monthly or annual rate and whose position is not subject to automatic wage progression.

Sales Employee: An Occupational Employee who does not participate in the pension band formula. This covers Sales Consultants, Center Sales Associates and Center Sales and Service Associates. Occupational Employees hired or rehired on or after January 1, 2009, participate in the Account Balance Formula for Occupational Employees.

Service Pension Eligible (SPE): As a Plan Participant, you are Service Pension Eligible if you leave the employment of a Participating Company after meeting the following requirements:

Retirement Age	Term of Employment (TOE)
Any Age	At least 30 years
50 or older	At least 25 years
55 or older	At least 20 years
60 or older	At least 15 years
65 or older	At least 20 years

If you are Service Pension Eligible and you elect to receive your service pension benefit as a monthly annuity, your pension benefit is not reduced for early retirement if you terminate on or after age 55. service pension eligibility applies to the Old Management Formula (OMF) and to the formulas in effect for Occupational Employees hired or rehired prior to January 1, 2009. SPE does not apply to the Defined Lump Sum (DLS) formula or the Account Balance Formula (ABF).

If you transferred to Legacy Qwest from Legacy CenturyLink, Legacy Embarq or Legacy Madison River, Combined Employment Service (CES) is used to determine if you meet service pension eligibility criteria.

Severance Date: A Severance Date is the earlier of: (1) the date on which you resign, retire, are discharged, die; or (2) the one-year anniversary of the first date of a period in which you remain absent from service for any reason (with or without pay) other than resignation, retirement, or discharge, such as vacation, holiday, sickness, or leave of absence.

Single Life Annuity: A life annuity that provides monthly pension payments for the life of the Participant.

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.

Temporary Employee: Any employee (without respect to title or job description) who is performing an assignment not intended to be ongoing and intended to have a specified end date (by reference either to calendar end date or project end date).

Term of Employment (TOE): "Term of Employment" (TOE) is a period of continuous employment, as reflected in the Company's official service records, in the service of one or more Participating Companies. It also includes service with Interchange Companies, to the extent that the MPA provides for such service and is applicable to the Participant. It is not relevant for purposes of determining the amount of the DLS formula or Account Balance Formula benefits.

Termination or Termination of Employment: A separation from employment from the Controlled Group for any reason, voluntary or involuntary, including a separation due to death or disability. A transfer from one Participating Company to another Participating Company is not considered a Termination.

Treasury Rate: Under the Account Balance Formula (ABF), Interest Credits are based on the "Treasury Rate" which is the monthly average of the 30-Year Treasury Bond interest rates in effect from August through December of the prior year.

Vested: Vested means that you have a nonforfeitable right to receive your accrued pension benefit when you Terminate employment. You are considered to be Vested if you complete five years of service. However, if you are a Management Employee who earned a pension benefit under the Account Balance Formula (ABF) prior to January 1, 2009, you became Vested in this pension benefit when you completed one year of service. Effective January 1, 2009, if you are hired as an Occupational Employee, you become Vested in the ABF after you complete three years of service.

Vesting Service: Periods of Service considered in determining whether or not the Participant is eligible to receive a vested pension benefit.