Lumen Pension Plan
Madison River Retirement Component

Summary Plan Description with Appendices

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SECTION 1: Introduction

Effective January 1, 2022, Lumen and its participating subsidiaries ("Lumen" or the "Company") established the Lumen Pension Plan (the "Plan"), a defined benefit retirement plan intended to provide a company-paid source of income to assist you in planning for your retirement.

The Plan was created effective January 1, 2022 by a "spin-off" and transfer of the benefits from the Lumen Combined Pension Plan (the "Combined Plan") to the Plan for certain participants in the Combined Plan prior to the Plan's effective date. Following the spin-off, your retirement benefits under the Combined Plan are transferred to the Plan and your vested benefits will be obligations of and paid from the Plan rather than from the Combined Plan. Thus, after the spin-off the Plan will be solely responsible for your retirement benefits that accrued under the Combined Plan prior to being transferred to the Plan. As a part of the spin-off, assets were transferred from the Combined Plan trust to a new trust for the Plan from which to pay retirement benefits from the Plan.

This summary plan description, referred to as the "SPD", explains the main provisions and features of the Madison River Retirement Component of the Plan and general provisions under the Umbrella Component of the Plan that apply to your Plan benefit. The SPD describes your retirement benefits and rights as well as your obligations under the Plan. It is important for you to understand that because this SPD is only a summary, it does not and cannot modify the terms of the Plan document. The goal is to give you accurate but easily understandable information about the Plan. If, however, there is a conflict between this SPD and the official Plan document, the Plan document will control. Capitalized terms are defined in this SPD or in the Plan document. You may get a printed copy of the Plan document from the Plan Administrator, which may charge you a reasonable fee for the copy. The Lumen Employee Benefits Committee is the Plan Administrator. Note that there will be a new Plan Administrator as of the closing date of the divestiture pursuant to the purchase agreement entered into by and among Lumen and certain of its subsidiaries and Connect Holdings.

The Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and is intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code").

The Madison River Retirement Component is comprised of the following appendices:

- Mebtel Communications
- Madison River Telephone Company, L.L.C.
- Gallatin River Communications, L.L.C.
- Coastal Utilities, Inc.

Note: Pension benefits are determined by the Company and the Lumen Plan Design Committee and do not create a contract of employment. The Company and the Lumen Plan Design Committee reserve the right 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 Lumen Employee Benefits Committee, and its delegates (the "Committee") has the right to interpret and resolve any ambiguities in the Plan or any document relating to the Plan.

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

To access your pension information, see Section 4 **Applying for a Plan Benefit – Request a Retirement Kit.**

Historical Information

Effective August 15, 1960, Mebane Home Telephone Company, Inc. established the Mebane Home Telephone Company Employees' Pension Plan and amended and restated the plan in its entirety, effective January 1, 1976, January 1, 1984 and January 1, 1989, and executed further amendments to the plan dated June 22, 1993 and November 18, 1994.

Effective February 23, 1995, Mebane Home Telephone Company, Inc. became Mebtel, Inc. doing business as Mebtel Communications. The Mebane Home Telephone Company Employees' Pension Plan was renamed the Mebtel, Inc. d/b/a Mebtel Communications Employees' Pension Plan. Madison River Telephone Company, L.L.C. acquired Mebtel in May 1998 and assumed all the responsibilities, duties and obligations as plan sponsor of the Mebtel Communications Employees' Pension Plan.

Effective January 1, 1998, Madison River Telephone Company, L.L.C. amended, restated and renamed the Mebtel Communications Employees' Pension Plan as the Madison River Telephone Company Employees' Retirement Plan ("the Madison River Plan").

Effective November 1, 1998, Gallatin River Communications L.L.C. adopted the Madison River Telephone Company Employees' Retirement Plan ("the Madison River Plan").

Effective January 1, 2001, Coastal Utilities, Inc. adopted the Madison River Plan; and the Retirement Plan for the Employees of Coastal Utilities, Inc. merged into the Madison River Plan effective March 31, 2002.

Effective February 28, 2003, the Madison River Plan froze benefit accruals for all non-bargaining Plan Participants. The Madison River Plan, continued to apply to the Gallatin River Communications L.L.C. "bargaining unit" employees described in Appendix D until benefit accruals were frozen on December 31, 2005 for employees represented by Local Unions CWA 4217 and IBEW 21 (Pekin). Effective January 31, 2006, benefit accruals were frozen for employees represented by Local Union IBEW 21 (Dixon) (formerly IBEW 196).

In connection with the sale of Madison River Telephone Company, L.L.C. to CenturyTel, Inc. (now known as Lumen) sponsorship of the Plan was transferred to Madison River Communications, L.L.C. Effective April 1, 2007, the name of the Plan was amended to reflect its new sponsor, Madison River Communications Corp. Employees' Retirement Plan.

Effective January 1, 2013, the Madison River Communications Corp. Employees' Retirement Plan was merged into the Embarq Retirement Pension Plan to form a single defined benefit plan. The Embarq Retirement Pension Plan was comprised of the Umbrella Plan Document, the Embarq Retirement Pension Plan as Addendum A and the Madison River Communications Corp. Employees' Retirement Plan as Addendum B.

See the beginning of Section 1 in this SPD for information regarding the December 31, 2014 Plan merger into the CenturyLink Combined Pension Plan.

On November 12, 2020, the CenturyLink Combined Pension Plan was renamed the Lumen Combined Pension Plan or the Combined Plan.

On January 1, 2022, the Lumen Pension Plan was established by a spinoff of a portion of the Combined Plan and the spun off portion of the Combined Plan incorporates the provisions of Addendum B of the ERPP as substantially the same form as it existed immediately prior to the spinoff and is known as the Madison River Retirement Component of the Plan.

Note that the Plan provides that there will be no duplication of benefits under any of the multiple Components or multiple parts of this Plan and as a result you will not accrue benefits under this Plan for service that was counted for and generated a benefit under another Component of the Lumen Pension Plan (or under the Combined Plan).

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

Plan Sponsor: The Plan Sponsor is Lumen Technologies, Inc. The address and phone number of Lumen is:

Lumen
100 CenturyLink Drive
Monroe, LA 71203
(318) 388-9000

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

Participating Employer. A "Participating Employer" is any employer that is related to Madison River and that has elected to allow its non-bargaining employees and certain bargaining employees covered under a bargaining agreement that provides for participation in the Plan. Participating Employers in the Madison River Component of the Lumen Pension Plan are:

- Coastal Utilities, Inc.
- Gallatin River Communications L.L.C.
- Madison River Communications, L.L.C.
- Mebtel Communications

Company. "Company" is the term used in this SPD to refer to Madison River Communications Corp (EIN 20-5689137).

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.

SECTION 2: The Parties Responsible For The Plan and its Operation

The Plan Administrator's address is:

Plan Administrator
Lumen Employee Benefits Committee
Attention: Pension Plan Claims
214 E. 24th Street
Vancouver, WA 98663-3212

Facsimile: 360-905-5931
For questions call: 888-324-0689

Lumen Employee Benefits Committee (the "Committee"). The Lumen Employee Benefits Committee, also referred to as the Committee, has been appointed by the Board of Directors of Lumen to serve as the Plan Administrator. The Committee is not responsible for Plan investments and does not have the power to amend the Plan. (See page 9 for information about the **Investment Fiduciary** and page 19 for information about **Plan Amendment or Termination**.)

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

Lumen Employee Benefits Committee
Attention: Pension Plan Claims
214 E. 24th Street
Vancouver, WA 98663-3212

Facsimile: 360-905-5931
For questions call: 888-324-0689

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

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

Investment Fiduciary – CenturyLink Investment Management Company. The CenturyLink Investment Management Company, ("CIM"), has been appointed by the Board of Directors of Lumen to serve as the Plan's named fiduciary for all purposes related to the management and investment of Plan assets. CIM is a subsidiary of Lumen. CIM is located at 931 14th Street, Suite 1200, Denver, CO 80202-2994.

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.

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

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

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

Investor Relations
Lumen
100 CenturyLink Drive
Monroe, LA 71203

Trustee. A trust has been designated exclusively for the Plan. The Plan's trust fund is known as the Lumen Pension Plan Trust (the "Trust"). All benefits are paid by the Trust unless no longer a 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.

You may contact the Trustee at:

The Northern Trust Company
50 S. LaSalle St
Chicago, IL 60603
Phone: 312-557-3540

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

The Corporation Company, Inc.
112 SW 7th Street, Suite 3C
Topeka, KS 66603

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

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

SECTION 3: Qualified Domestic Relations Order (QDRO)

The Plan is designed to provide benefits solely for you and your designated beneficiary, in the event of your death. Your pension benefits provided under the Plan are not subject to assignment, alienation, sale, anticipation, attachment, pledge, encumbrance, charge, execution, garnishment, exclusion of levy of any kind, either voluntary or involuntary or any other form of transfer. Generally, state and local laws will not be recognized unless required under applicable federal law, such as the Employee Retirement Income SecurityAct (ERISA), as amended from time to time. However, the Plan will comply with federal tax levies, tax liens and a court order in connection with a divorce or support claim, that may require that some or all of your Plan benefit must be payable to your spouse, ex-spouse, child or other dependent. A “Qualified Domestic Relations Order” or “QDRO” is a court order that instructs the Plan to make payments to someone other than the Participant. The person entitled to receive this payment is known as the “Alternate Payee.”

The Plan has procedures which reflect applicable Federal pension law, and which must be satisfied before the Committee will determine that an order is a QDRO. You may obtain, without charge, a copy of the Plan’s QDRO procedures by calling, faxing or sending a request to:

Willis Towers Watson QDRO Service Center
DEPT: LUM
PO Box 981909
El Paso, TX 79998
Attn: QDRO Team

Phone: 855-481-2661
Facsimile: 310-789-5984

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

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

SECTION 4: Applying For A Plan Benefit

Applying for a Plan Benefit – Request a Retirement Kit

How to Apply for a Plan Benefit. You, or in the event of your death, your beneficiary, must apply to receive benefits from the Plan. Plan benefits are not paid automatically. ***No Plan benefit will be paid until you file a completed Retirement Kit for a Plan benefit.***

You must request a Retirement Kit at least 30 days but not more than 180 days in advance of your anticipated Benefit Commencement Date. *You must request a Retirement Kit by the 15th of the month in order to have a Benefit Commencement Date on the 1st of the next month*. Due to the Plan Administrative procedures, the actual payment date may be later than your Benefit Commencement Date but will include retroactive payment to your Benefit Commencement Date. Please note that payments are made on the first business day of each month, for the current month, and the benefit may be subject to adjustment once your data is validated. You may request more than one retirement kit over the course of a year.

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

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

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

- If you are a Participant who is an active employee, pension information is available on-line on a continuous basis by accessing HRconnect on InsideLink or by logging onto lumen.com/pension using your User ID and password. Enhanced security has been added to the on-line site and users have to authenticate their identity. The on-screen instructions are self-explanatory. You may also contact the Lumen Pension Service Center, Mon-Fri, 8 a.m. to 7 p.m. (CST), at 888-324-0689, 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/Alternate Payee/Beneficiary, pension information may be available on-line on a continuous basis by accessing lumenpension.ehr.com using your User ID and password. Enhanced security has been added to the on-line site and users have to authenticate their identity. The on-screen instructions are self-explanatory. You may also contact the Lumen Pension Service Center, Mon-Fri, 8 a.m. to 7 p.m. (CST), at 888-324-0689, 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, you should contact the Lumen Pension Service Center, Mon-Fri, 8 a.m. to 7 p.m. (CST), at 888-324-0689, to request pension information.

Reminder: You should always keep Lumen and the Lumen Pension Service Center at 888-324-0689 informed of your current address so Lumen and the Lumen Pension Service Center are able to communicate with you. Refer to Section 5, **Keep Your Home Address and Name Up-To-Date** for instructions.

Claims and Appeals Procedure – Time Limitation on Filing a Lawsuit

Filing a Benefits Claim. If you believe you are entitled to a Plan benefit different than the one you receive, you, your authorized representative or your beneficiary may file a claim with the Plan Administrator, the Lumen Employee Benefits Committee. The claim must be in writing and delivered by first-class U.S. mail, postage pre-paid; electronically; by facsimile or by hand-delivery.

The Plan Administrator's address is:

> Plan Administrator
> Lumen Employee Benefits Committee
> Attention: Pension Plan Claims
> 214 E. 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, generally within 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 generally no later than 180 days after receipt of the claim.

The Plan Administrator has full discretion to grant or deny your claim in whole or in part. 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 references 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, postage prepaid; electronically; by facsimile or by hand-delivery.

> Lumen Employee Benefits Committee
> 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'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 the manner that does not afford deference to the initial decision to deny your claim.

<u>Disability Retirement Review:</u> A claimant's appeal in connection with a denial of a disability pension benefit based on whether the claimant is "disabled" (within the meaning of the LTD Plan) will be determined by the Lumen 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 Lumen 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 denies your appeal, you will receive a written notice explaining its decision. This notice will include:

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

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

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, Madison River Communications, L.L.C., Lumen, Plan Sponsor, any Participating Company, the Committee or any other fiduciary, or any third-party service provider, after the last day of the 12th month following the later of:

a. the 60^{th} day after you (the claimant) receive written notice of the denial (also known as an "adverse benefit determination"); or

b. the date on which denial (or 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 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.

Time to Take Actions for Claims and Appeals Temporarily Suspended. The Department of Labor, the Department of the Treasury, and the Internal Revenue Service (collectively, the "Agencies") have issued COVID-19-related relief that temporarily suspends the time deadlines by which Participants and Beneficiaries have to take actions with respect to filing claims and appeals for pension benefits under the Plan. Consistent with the guidance issued by the Agencies, the Plan will disregard or toll the time period a Participant or Beneficiary has to take actions with respect to a claim or appeal for benefits under the Plan until the earlier of (a) 1 year from the date the individual was first eligible for relief under the guidance issued by the Agencies or (b) sixty (60) days after the announced end of the National Emergency, which is the end of the Outbreak Period; provided, however, that in no event will any time period with respect to any affected action be disregarded more than 1 year from the date a Participant or Beneficiary first became eligible for relief with respect to a claim or appeal under the Plan. On that applicable date, the time deadlines for claims and appeals that were previously disregarded under the Agencies' guidance will resume as provided above in the Claims and Appeals Procedure in this Section 4.

For example, if you received an adverse benefit determination under the Plan on May 1, 2022, your time period for filing the appeal will be tolled until the earlier of (a) April 30, 2023 or (b) the end of the Outbreak Period. So, in this example, once the tolling period ends, you would have 60 days from April 30, 2021 to file your appeal if the Outbreak Period has not ended by that date.

About the Plan

Official Plan Name. The official name of the "Plan" is the Lumen Pension Plan.

Plan Number or PN. The "Plan Number" or "PN" assigned to the Plan is 200.

Type of Plan. The Plan is a pension plan, specifically a "defined benefit plan." A "defined benefit plan" is a retirement plan that provides a specific benefit amount determined by a formula based on factors such as compensation, age, and/or service.

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

Funding of Pension Benefits. The Plan's pension benefits are paid from a trust that is held separate from the assets of the Company. 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, the Company must make contributions to the pension trust.

Pension Benefit Guaranty Corporation. Certain amounts 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 up to the maximum guaranteed benefit set by law. Most people receive all of the pension benefits they would have received under their Plan, but some people may lose certain benefits.

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

The PBGC guarantee generally does <u>not</u> 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; (1) pension benefits that are not vested because you have not worked long enough for the Company or its affiliates; (4) pension benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

SECTION 5: Important Legal Information About The Plan

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 http://www.pbgc.gov.

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

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

Obtain Benefit Information. To obtain a pension benefit estimate or to request a retirement kit for purposes of electing distribution of the pension benefit when you want to commence your benefit, including a pension estimate, please refer to Section 4, **Applying for a Plan Benefit – Request a Retirement Kit.**

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

Use of Social Security Number. Lumen 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, Lumen generally takes the position that ERISA preempts such state laws.

Ways to Prevent Unauthorized Access to The Pension Site. The following are some ways to help prevent unauthorized access to Employee Self-Serve on The Pension Site:

- Do not share your ESS access information or passwords with anyone.
- Do not write down your ESS access information or passwords. But, if you have to write them down, do not store them in a location that is easily accessible by others or on your computer in a location that can be easily hacked.
- Do change your password from time to time.
- Do periodically monitor your information on ESS and, if you notice something amiss immediately contact the Pension Service Center at 888-324-0689.

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

Plan Amendment or Termination. The Plan Sponsor expects to continue the Plan indefinitely. The Plan Sponsor reserves the right to amend or modify in whole or in part the Plan in its sole and absolute discretion, at any time for any reason, including changing, reducing or eliminating one or more of the Plan's contribution formulas.

The Plan may be amended by the Company or the Lumen Plan Design Committee or other person(s) to the extent amendment authority has been delegated by the Board of Directors of Lumen.

Lumen, as the Plan Sponsor, also reserves the right to terminate the Plan at any time and each individual Participating Employer has reserved the right to terminate participation in the Plan at any time. The Lumen Plan Design Committee may terminate the Plan.

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

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

If the Plan is terminated, employees will not earn any further pension benefits or rights under the Plan regardless of continued employment with Madison River as a subsidiary of Lumen. 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 amount, and/or such other means and in such other form as the Plan Design Committee determines.

To the extent that there are remaining assets in the Plan's trust fund after the allocation of amounts sufficient to cover retired employees or their 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 future death benefits that would have been paid from the Plan had it continued and to certain former employees who may have had certain pension rights under a predecessor plan.

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

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

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

Internal Revenue Code Limits. Internal Revenue Code (IRC) Section 415 limits the amount of the pension benefit payable to you from the Plan. This limit is largely based on age, compensation at retirement and years of service with the Company.

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

Anti-Assignment. You may not sell, assign, pledge or transfer your benefits under the Plan before you receive them. In general, your Plan benefit is not subject to garnishment, execution, levy or other legal process by your creditors. However, there are some exceptions to this rule, including payment to a spouse, former spouse, child or other dependent required under a "Qualified Domestic Relations Order" issued by a court pursuant to a state domestic relations law and federal tax levies. See Section 3: **Qualified Domestic Relations Order (QDRO)** for more information.

Top-Heavy. Under federal pension law, special benefits are required to be provided if the Plan is determined to be "top-heavy." The Plan will be top-heavy if the aggregate value of the accrued pension benefits for certain Participants who are "key employees" is 60% or more of the aggregate value of all other Participants' accrued pension benefits. Key employees are generally officers, certain shareholders, owners and some highly compensated employees.

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

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

Errors or Mistakes; Authority to Recover Overpayments. If a clerical error or other mistake is made by the Company, your Employer, the Plan Administrator, the Committee, CIM, members of the Employee Benefits Group of the Company's Human Resources Organization, a vendor, a Participant or a Beneficiary that changes your Plan benefit, the clerical error or other mistake does not create a right to benefits under the Plan. Every effort is made to administer the Plan in a fully accurate manner. Any inadvertent error, misstatement or omission will be disregarded, and the actual Plan provisions will control. If an error is found, it will be corrected or adjusted appropriately as soon as practicable. Interest will 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 these parties. The Committee and its delegates have the authority to recover overpayments from Plan Participants and Beneficiaries through all lawful processes, including litigation, or by adjusting or suspending future benefit payments. It is your responsibility to confirm the accuracy of statements made by the Plan Administrator or its delegates.

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

Termination of Your Interest and Rights in the Plan. If you receive a lump sum payment of your vested accrued benefit from the Plan, your right and interest in the Plan ceases after that payment has been made. Similarly, if after your death, your spouse or other beneficiary receives a lump sum payment or the sum of all installments, all of the rights and interests in the Plan that you and your spouse or other beneficiary may have had ceases at that time. If you die while being paid a single life annuity, all of the rights and interests in the Plan that you and your spouse or other beneficiary may have had ceases on the date of your death.

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

Your ERISA Rights

As a Participant in the Madison River Plan, you are entitled to certain rights and protections pursuant to ERISA. ERISA provides that, as a Plan Participant, you will be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Committee's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including, if applicable, insurance contracts, collective bargaining agreement, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the United States Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Committee or its delegate, copies of documents governing the operation of the Plan, including, if applicable, insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Committee or its delegate may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Committee or its delegate is required by law to annually furnish each Participant with an Annual Funding Notice (AFN).
- Obtain a statement telling you whether you have a right to receive a pension benefit at normal retirement age (generally age 65) and if so, what your pension benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension benefit, the statement will tell you how many more years you have to work to get a right to receive a pension benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties on the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union (if applicable) or any other person, may terminate your employment or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Committee to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Committee. If you have a claim for pension benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. However, you may only file suit if you have exhausted the Plan's claims and review procedures.

In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these cost and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Lumen Pension Service Center as noted in Section 4 **Applying for a Plan Benefit – Request a Retirement Kit** or the Committee or its delegate. If you have any questions about this statement or about your rights pursuant to ERISA, or if you need assistance in obtaining documents from the Committee, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration ("EBSA").

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

Request Copies of the Plan's Actual Documents

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

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

Keep Your Home Address and Name Up-To-Date

Information about the Plan will be sent to your home address as found in the Plan's records. As a result, you must keep your address information up-to-date. If your name changes you must also update your Plan records as well.

- If you are an **active employee**, you can make address changes or name changes directly in Success Factors on the Lumen Intranet site - InsideLink. On the home page of InsideLink, click on the green Success Factors icon towards the center of the page. 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. There are two ways you may do this.

    1. You may be able to sign into The Pension Site at lumenpension.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 request an address change in writing by sending a letter to:

       Lumen Pension Service Center
       Dept: LUM
       P.O. Box 981909
       El Paso, TX 79998

       Facsimile: 844-286-1282

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

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

    1. You can change your address by logging on to lumenpension.ehr.com. Alternatively, you may call ***888-324-0689***, for instructions; 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 complete new address and your dated signature. If you fail to update your address, the Plan will be unable to pay out your benefit. If you are making a name change, you must include a copy of the documentation that supports the name change (marriage certificate, divorce decree, etc.).The letter should be mailed or faxed to:

       Lumen Pension Service Center
       Dept: LUM
       P.O. Box 981909
       El Paso, TX 79998

       Facsimile: 844-286-1282

The following reflects the federal income tax consequences of participation in the Plan provided the Plan is a "qualified" plan under the Code. The Plan is intended to qualify under Section 401(a) of the Code. This section is only a summary, does not purport to be complete, and, among other things, does not cover state and local tax treatment of participation in the Plan. Furthermore, differences in Participants' financial situations may cause federal, state and local tax consequences of participation in the Plan to vary. Therefore, you should consult with an accountant, legal counsel or other financial advisor regarding the tax consequences of your participation in the Plan.

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

If you are eligible to receive a lump sum distribution,

- You may choose a direct rollover to a traditional or Roth IRA or another qualified retirement plan. If you choose a direct rollover, your pension payment will not be taxed in the current year and no income tax will be withheld (with the exception of amounts rolled over to a Roth IRA). However, your pension payment will be taxed later when you take it out of your IRA or another qualified retirement plan.
- You may choose to have your lump sum distribution paid directly to you. If you choose to have a distribution made to you:

  a. You will receive only 80% of the pension payment (less state taxes), because the Plan Administrator is required to withhold 20% of the pension payment and send it to the IRS as income tax withholding to be credited against your taxes.
  b. Your pension payment will be taxed in the current year unless you roll it over. You may be able to apply special tax rules that could reduce the tax you owe. However, if you receive the pension payment before age 59½ and do not it roll it over to an IRA or another qualified plan, you also may have to pay an additional 10% excise tax.
  c. You can roll over the pension payment by paying it to your IRA or to another employer plan that accepts your rollover within 60 days of receiving the pension payment. The amount rolled over will not be taxed until you take it out of the IRA or employer plan (with the exception of a Roth IRA).
  d. If you want to roll over 100% of the pension payment to an IRA or to an employer plan, you must replace the 20% (and any state taxes) that were withheld with other personal funds. If you roll over only the portion ofthe pension benefit that you received, you will be taxed on the 20% (and state taxes) that were withheld and that are not rolled over.
  e. Required minimum distributions after age 70½ (if you were born before July 1, 1949), or after age 72 (if you were born after June 30, 1949), or after death cannot be rolled over.

SECTION 6: Federal Income Tax Effect On Payments You May Receive From The Plan

If you are eligible for a lump sum distribution from the Plan, you will receive a special tax notice when you receive your retirement kit. You should consult with an accountant, legal counsel or other financial advisor regarding your specific tax implications.

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

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

SECTION 7: Definitions

Accrued Benefit: Accrued Benefit means the amount of your benefit as determined on the basis of the specific formulas defined in your Participating Employer's Appendix.

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

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

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

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

Benefit Commencement Date: Benefit Commencement Date means the later of (a) the first day of the following month after your employment ends, and (b) the first day of the following month in which proper notification has been given (see page 12 in Section 4, **Applying for a Plan Benefit – Request a Retirement Kit**, for the proper notification requirements).

Break-in-Service: Break-in-Service means the failure of an Employee to complete more than five hundred (500) Hours of Service during a twelve (12) consecutive month plan year period.

Company: Company means Madison River Communications, L.L.C. or its successors.

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

Early Retirement: Early Retirement means the first day of any month after you reach age 55 and completed at least 10 or more Years of Vesting Service.

Eligible Spouse: Eligible Spouse means the individual to whom you are lawfully married in accordance with the laws of the jurisdiction in which the marriage was celebrated (that is, where the marriage was entered into), whether the marriage is by civil or religious ceremony or by common law, provided the individual has been lawfully married to you for 12 consecutive months prior to the earlier of the date your benefits under the Plan begin or your death. 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. Eligible Spouse shall also include a former spouse to the extent that a QDRO requires such former spouse to be treated as an Eligible Spouse.

Employee: Employee means, for purposes of the Madison River Retirement Component, any person regularly employed by the Company. You are not an Employee if you are a leased employee, a self-employed individual or an independent contractor.

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

If you are, or were, receiving a disability benefit from a Disability Plan on or before January 1, 2016, you are deemed to have a severance from employment on January 1, 2016. If you receive a disability benefit from a Disability Plan after January 1, 2016, you are deemed to have a severance from employment on the date you are eligible to begin to receive payment of the disability benefit from a Disability Plan.

Hour of Service: Hour of Service means each hour for which an Employee is either directly or indirectly paid or titled to payment for performance of duties by the Employer.

LTD Plan: LTD Plan means the Lumen Disability Plan.

Non-Participating Employer: Non-Participating Employer means Gulf Telephone Company.

Normal Retirement Age: Normal Retirement Age means the later of (1) age sixty-five (65), or (2) the fifth (5th) anniversary of the date an Employee first became a Plan Participant.

Normal Retirement Date: Normal Retirement Date means the later of the (1) first day of the month coinciding with or next following the Participant's sixty-fifth (65) birthday, or (2) the fifth (5th) anniversary of the date an Employee first became a Plan Participant.

Participant: Participant means an Employee except for leased employees, independent contractors, non-resident aliens, Employees of non-participating Employers, as of May 23, 2016 Project Based Employees (as categorized in the Company's payroll system), Employees of collective bargaining agreements except for Employees who are part of the "bargaining unit" of Employees of Local CWA 4217 and Local IBEW 21. As of 12/31/2005 there were no new entrants for CWA 4217 and IBEW 21 (Pekin). As of 1/31/2006 there were no new entrants for IBEW 196, now known as IBEW 21(Dixon).

Participating Employer: Participating Employer means the Company or any other organization which has adopted the plan. Participating Employer shall also apply to any subsidiary or affiliated corporations who adopt the Plan as provided on page 7 under **Participating Employer**.

Pension Band: Pension Band means the pension bracket in which an Employee's job classification falls that determines the amount of an Employee's monthly benefit per Years of Benefit Service.

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

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

Project Based Employee: An Employee who (a) is categorized in the Company's payroll system as a "project based employee," (b) is hired by the Company for a known period that is projected not to exceed an aggregate of 24 months, whether or not the months are consecutive, (c) is employed by the Company to perform services pursuant to a specific contract, which is between the Company and an external customer of the Company and which contains an assessed "completed by" date. A Project Based Employee is not eligible to participate in the Plan.

Qualifying Year of Service: Qualifying Year of Service means the consecutive 12-month period measured from your date of hire, or a Plan Year beginning after your date of hire, during which you complete at least 1,000 Hours of Service with the Participating Employer.

Retirement Kit: Retirement kit means the various documents necessary for you to complete or review prior to commencing your pension benefit. The documents include but are not limited to your retirement application, election form of payment, pension option descriptions, Federal tax notice, and tax withholding election form.

Vested: Vested means that you have earned a right to a pension benefit in the Plan. You are considered to be Vested if you complete five Years of Vesting Service. You also are Vested immediately on the date you are determined to be eligible for a Disability Retirement Benefit under the "Eligibility for Disability Retirement Benefit" provisions listed in Appendix A (pages 43-44), Appendix B (pages 60-61), Appendix C (pages 81-83), or Appendix D (pages 100-101).

Years of Benefit Service: Refer to your Years of Benefit Service as specified in your Appendix for your Participating Employer.

Years of Vesting Service: Refer to your Years of Vesting Service as specified in the Appendix for your Participating Employer.

APPENDIX A:
Coastal Utilities, Inc. Non-Bargaining Employees

Participation

All employees of Coastal Utilities, Inc. are eligible to participate in the Madison River Retirement Component of the Lumen Pension Plan (the “Plan”) on the dates as stated below except for the following who are ineligible:

1. Employees who are covered by a collective bargaining agreement,
2. Independent contractors,
3. Non-resident aliens,
4. Leased employees, and
5. After May 23, 2016, Project Based Employees (as categorized in the Company’s payroll system).

Coastal Utilities, Inc. (“Coastal”) adopted the Plan on January 1, 2001. If you were a Participant in the Retirement Plan for Employees of Coastal Utilities, Inc. (the “Coastal Plan”) on December 31, 2000, you continued to participate in the Plan on January 1, 2001. From January 1, 2001 through February 28, 2003, employees, except as noted above, were eligible to participate in the Plan coinciding with or next following the later of attaining age 21 or the completion of a Qualifying Year of Service with Madison River.

An employee who would first become a Plan Participant on or after March 1, 2003, is not eligible to participate in the Plan.

Why Service Is Important

Accrued Benefit

The *amount* of your pension benefit, among other things, is determined on the basis of how many *Years of Benefit Service* you completed with a Participating Employer as of February 28, 2003. For more information, see the Section titled **Accrued Benefit** later in this Appendix.

In addition to your Years of Benefit Service, your Accrued Benefit uses the average of your five (5) highest consecutive calendar years of Compensation prior to January 1, 2001, and your Career Average Compensation for calendar years after December 31, 2000 or, if later, your date of hire and through the earlier of your date of termination or February 28, 2003.

Vesting in Accrued Benefit

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

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

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

How Your Years of Service are Determined

For service <u>before</u> October 1, 1976:

Years of Vesting Service and Years of Benefit Service include all your full Plan Years of continuous employment. You will receive credit for this uninterrupted service only if you were employed by Coastal on October 1, 1976. This service will count toward the amount of your benefit, as well as your vested status under the Plan.

For service <u>on or after</u> October 1, 1976:

Years of Vesting Service includes all Plan Years in which you complete 1,000 or more Hours of Service with Coastal, or any of the other Participating Employers in this Plan, subject to the Break-in-Service rules in the following Section.

Years of Benefit Service includes all Plan Years as of February 28, 2003, in which you complete 1,000 or more Hours of Service with Coastal Utilities, subject to the Break-in-Service rules in the following Section.

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

A Break-In-Service Can Affect Your Benefit

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

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

Parental Leave

Beginning October 1, 1985, if you are absent from work because of pregnancy, birth of your child, adoption of your child, or caring for your child during the period immediately after birth or adoption, you may be credited with up to 501 Hours of Service in order to avoid a Break-in-Service. These hours will be credited only so that you may avoid a Break-in-Service for this period. They will not count in determining your Accrued Benefit.

Participation on Re-employment

If you are rehired after a One-Year Break-in-Service, you must again complete a Qualifying Year of Service after which your date of Plan participation will be retroactive to your date of re-employment, provided:

a. You are <u>vested</u> at the time of your last date of termination of employment, or
b. You are not <u>vested</u> at the time of your last date of termination of employment, but your number of consecutive One-Year Breaks-in-Service is less than five.

If your number of consecutive One-Year Breaks-in-Service is greater than five, then your prior service is forfeited, and your date of Plan participation is the next Plan Entry Date (January 1 or July 1) next following your completion of a Qualifying Year of Service. However, if the next Plan Entry Date is after March 1, 2003, you are not eligible to participate in the Plan.

Vesting on Re-employment

A Break-in-Service may affect the way you become Vested in your benefits from the Plan. A Break-in-Service may also cause you to lose benefits in some cases. If you are Vested at the time of your termination of employment, your prior service will always be counted should you return to work with the Participating Employer.

If you are not Vested at the time of your termination, and you incur a Break-in-Service, you will forfeit any benefits you already have accrued under the Plan, as well as credit for service you already have with the Participating Employer unless you return to work, and your prior Years of Vesting Service are counted.

Your service before a Break-in-Service will be counted if:

a. Before October 1, 1976, only continuous employment after your last re-hire date will be counted provided you were employed by the Participating Employer on October 1, 1976.
b. If you had a Break-in-Service between October 1, 1976, and October 1, 1985, your prior service will be counted if the number of your consecutive One-Year Breaks-in-Service was less than your aggregate number of Years of Vesting Service before the break.
c. If you have a Break-in-Service on or after October 1, 1985, your prior service will be counted if the number of your consecutive One-Year Breaks-in-Service is less than the greater of (i) five or (ii) your total number of Years of Vesting Service before the break.

Accrued Benefit

Your Accrued Benefit is the actual retirement benefit that you have earned as of any given date on or before February 28, 2003 ("accrual date"), and prior to your Normal Retirement Date. Your Accrued Benefit is payable to you at your Normal Retirement Date. However, should your benefit commence early, this amount will be reduced for early commence-ment of benefits. For more about early commencement of benefits, see the Section titled **Early Retirement.**

The amount of your Accrued Benefit is:

a. For Service prior to January 1, 2001 — If you were a Participant in the Coastal Plan as of December 31, 2000, your Accrued Benefit is determined by using the Normal Retirement Benefit formula see the Section titled **Normal Retirement Benefit**, based on your 2000 Average Compensation as of December 31, 2000, and Years of Benefit Service prior to January 1, 2001.
b. For Service after December 31, 2000 — Your Accrued Benefit is 1.25% of your Career Average Compensation as of February 28, 2003, multiplied by your Years of Benefit Service after December 31, 2000, and before March 1, 2003.

Your "Career Average Compensation" is defined as the average of all your annual calendar years of Compensation for all of your Years of Benefit Service after December 31, 2000, and before March 1, 2003.

"Compensation" means your total annual earnings paid to you by the Participating Employer during a calendar year including any wages you deferred under the Lumen's Section 125 Plan and 401(k) Plan. The amount of your Compensation that may be taken into account for purposes of calculating your Normal Retirement Benefit (and any other Plan benefit) is restricted by the tax laws. In no event will amounts paid to you after the Madison River Retirement Component was amended to cease future benefit accruals with respect to the group of Participants of which you are part, be used for determining your "Compensation."

Normal Retirement Benefit

Your Normal Retirement Date is the later of (i) the first day of the month coinciding with or next following your 65th birthday or (ii) the fifth anniversary following the date you first became a Participant in the Plan.

When you reach your Normal Retirement Date, you may retire from the Participating Employer and begin to receive your Normal Retirement Benefit. Your Normal Retirement Benefit is payable as a monthly benefit beginning the first of the month following or coincident with your Normal Retirement Date. There are optional methods for receiving your benefit, see the section titled **How Your Benefit Is Paid**.

To apply for a benefit, follow the instructions in Section 4, **Applying for a Benefit – Request a Retirement Kit.** You may delay receipt of your Normal Retirement benefit for as long as you wish, but not later than the April 1 following the year in which you reach age 70 ½.

The amount of your monthly Normal Retirement Benefit is equal to 1⁄12 of the sum of (a) and below:

a. For Service prior to January 1, 2001, as a Participant in the Coastal Plan — Each such Participant shall be entitled to receive as a monthly retirement benefit commencing at Normal Retirement Date in an amount equal to the sum of (i) plus (ii) below.

   1. 1.35% of your 2000 Average Compensation multiplied by your Years of Benefit Service prior to January 1, 2001, plus
   2. 0.50% of your 2000 Average Compensation in excess of the Year 2000 Social Security Covered Compensation Table multiplied by your Years of Benefit Service prior to January 1, 2001, subject to a maximum of 35 years. The 2000 Covered Compensation Table is shown below and is not subject to future change.

b. For Years of Benefit Service after December 31, 2000 — The amount of your monthly Normal Retirement Benefit is equal to 1.25% of your Career Average Compensation multiplied by your number of Years of Benefit Service after December 31, 2000, and before March 1, 2003.

"2000 Average Compensation" means your average Compensation for the five highest consecutive calendar years of employment with Coastal starting with your date of hire and ending December 31, 2000.

Social Security Covered Compensation (For Plan Year 2000)			
Year of Birth	**Covered Compensation**	**Year of Birth**	**Covered Compensation**
1933	31,128	1951	64,920
1934	33,060	1952	66,072
1935	35,100	1953	67,164
1936	37,092	1954	68,220
1937	39,072	1955	70,116
1938	42,984	1956	71,004
1939	44,940	1957	71,820
1940	46,896	1958	72,528
1941	48,816	1959	73,176
1942	50,688	1960	73,764
1943	52,488	1961	74,304
1944	54,252	1962	74,748
1945	55,992	1963	75,180
1946	57,708	1964	75,564
1947	59,376	1965	75,864
1948	60,900	1966	76,092
1949	62,340	1967 or later	76,200
1950	63,660		

How The Benefit Formula Works

Example 1: Employee hired before January 1, 2001
(Has Coastal Plan and Madison River Plan benefits)

You retire at age 65 after completing 22 Years of Benefit Service (20 years under the Coastal Plan prior to January 1, 2001, and 2 years under the Plan after December 31, 2000). You were born in 1950, your 2000 Average Compensation prior to January 1, 2001, was $40,000 and your Career Average Compensation after December 31, 2000, is $50,000. From the table under the section entitled Normal Retirement Benefit, your Social Security Covered Compensation is $63,660. Your Normal Retirement Benefit is determined as follows:

Coastal Plan Benefit		
1.35% of $40,000 x 20 years	=	$ 10,800.00
PLUS		
0.50% of $0 ($40,000 - $63,660) x 20 Years	=	+ 0.00
Madison River Plan Benefit		
1.25% of $50,000 x 2 years	=	$ 1,250.00
Total Annual Pension Benefit	=	$12,050.00
Your Monthly Pension Benefit	=	$1,004.17

Your benefit is the total of what you earned under the Coastal Plan and the benefit you earned under the Madison River Plan.

Example 2: Employee hired after December 31, 2000
(Has Madison River Plan benefit only)

You retire at age 65 after completing two Years of Benefit Service as of February 28, 2003 and your Career Average Compensation is $50,000. Your Normal Retirement Benefit is determined as follows:

1.25% of $50,000 x 2 Years	=	$ 1,250.00
Your Annual Pension Benefit	=	$ 1,250.00
Your Monthly Pension Benefit	=	$104.17

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

Early Retirement

You may elect Early Retirement as of the first day of any month after you reach age 55 and have completed 10 or more Years of Vesting Service.

The amount of your benefit will be your Accrued Benefit at your Early Retirement Date or as of February 28, 2003, whichever occurs first, based on your Years of Benefit Service and your Compensation up to that time. Because you are retiring early, it is expected that benefit payments will have to be made for a longer period of time than if you had retired at your Normal Retirement Date. Therefore, according to your age when benefit payments begin, you will receive the corresponding percentage of benefit listed below of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date to receive your benefits:

Your Age When Benefits Begin	Percentage of Benefit You Receive
65	100%
64	93%
63	87%
62	80%
61	73%
60	67%
59	63%
58	60%
57	57%
56	53%
55	50%

Unless you elect a distribution at your Early Retirement Date, benefit payments will not commence until the attainment of your Normal Retirement Date.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7½ of the difference between age 61 percentage and the age 62 percentage.

If you wait until your Normal Retirement Date or later to begin receiving your benefits, no adjustment will apply. Your Early Retirement Benefit can be paid under the same options as those explained in the section titled **How Your Benefit Is Paid.**

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

How The Early Retirement Benefit Formula Works

Example 1: Employee hired before January 1, 2001 (Has Coastal Plan and Madison River Plan benefits)

You retire at age 60 after completing 25 Years of Benefit Service. You completed 23 Years of Benefit Service with Coastal prior to January 1, 2001 and 2 Years of Benefit Service under the Plan after December 31, 2000. You were born in 1950, your 2000 Average Compensation as of December 31, 2000, was $40,000 and your

Career Average Compensation after December 31, 2000 through February 28, 2003, is $50,000. From the table under the Section titled **Normal Retirement Benefit,** your Social Security Covered Compensation is $63,660.

Your Early Retirement Benefit is determined based on the same formula as was described in the Section titled **How the Benefit Formula Works** under Normal Retirement, and in the Section titled **Accrued Benefit**, and then adjusted by the appropriate percentage of benefit from the table under the Section entitled **Early Retirement Benefit**.

Coastal Plan Benefit		
1.35% of $40,000 x 23 years	=	$12,420.00
PLUS		
0.50% of $0 ($40,000 - $63,660) x 23 years	=	+0.00
Madison River Benefit		
1.25% x $50,000 x 2 years	=	$12,420.00
Total Accrued Benefit at Age 60	=	$13, 670.00
Adjusted Percentage for Retirement at Age 60	=	67%
Your Annual Early Retirement Benefit at Age 60	=	$ 9,158.90
Your Monthly Early Retirement Benefit at Age 60	=	$763.24

Your benefit is the total of what you earned under the Coastal Plan and the benefit you earned under the Madison River Plan.

Example 2 – Hired after December 31, 2000

You retire at age 60 after completing two Years of Benefit Service as of February 28, 2003. Your Career Average Compensation as of February 28, 2003 is $50,000. Your Early Retirement Benefit is determined based on the same formula as was described under the Section titled **How the Benefit Formula Works** under **Normal Retirement**, and then applying the appropriate percentage of benefit from the Section entitled **Early Retirement Benefit.**

1.25% x $50,000 x 2 years	=	$ 1,250.00
Total Accrued Benefit at Age 60	=	$ 1,250.00
Adjusted Percentage for Retirement at Age 60	=	67%
Your Annual Early Retirement Benefit at Age 60	=	$ 837.50
Your Monthly Early Retirement Benefit at Age 60	=	$69.79

Delayed Retirement

If you work beyond your Normal Retirement Date, you will begin receiving your benefit on your Delayed Retirement Date. Your Delayed Retirement Date will be the first day of the month coincident with or next following your last day of employment. However, if you are a 5% or more shareholder of Lumen, your Delayed

Retirement benefit must begin no later than the April 1 following the calendar year in which you reach age 70½, whether or not you have actually retired from the Participating Employer.

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

a. Your Normal Retirement Benefit taking into account your Career Average Compensation earned up to your Delayed Retirement Date or February 28, 2003, whichever occurs first, and your Years of Benefit Service earned up to your Delayed Retirement Date or February 28, 2003, whichever occurs first, or

b. Your Normal Retirement Benefit actuarially increased to your Delayed Retirement Date.

Your Delayed Retirement benefit can be paid under the same options as those explained in the Section titled **How Your Benefit Is Paid**.

Disability Retirement

Eligibility for a Disability Retirement Benefit. Prior to January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date prior to January 1, 2012, you are considered "disabled" if you are eligible for disability benefits under any Lumen sponsored Disability Income Plan or are otherwise considered totally and permanently disabled as determined by the Committee. Lumen may require proof of your continued disability as often as every six months. In the event you are eligible to receive any other Lumen sponsored long-term disability benefits, payment of your disability benefit under the Plan may be deferred until the earlier of your Normal Retirement Date or the date on which you are no longer considered totally and permanently disabled. However, you will not be considered totally and permanently disabled for the purposes of this Plan if your disability results from chronic alcoholism or addiction to narcotics, engaging in a felonious enterprise, intentionally self-inflicted injury, or if your disability was incurred while in the armed services of any country.

Beginning January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date on or after January 1, 2012, you are considered to be "disabled" when you are eligible for a long-term disability benefit in accordance with the definition of "disability" in the LTD Plan.

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

Disability Retirement is not age based which means you may begin at any time before you reach your Early Retirement Date or Normal Retirement Date. You may start receiving your benefit as of your Disability Retirement Date, which is the first day of the month coinciding with or next following the approval for any disability benefits under the LTD Plan. Your Disability Retirement benefit will cease upon the first to occur of the following events:

1. You are no longer deemed by the LTD Plan to be permanently and totally disabled;
2. You refuse to submit to a medical examination or refuse to furnish proof of continued disability;
3. You die; or
4. You attain Normal Retirement Age.

The amount of your benefit will be your Accrued Benefit at the earlier of February 28, 2003, or your Disability Retirement Date. Because you are retiring early, it is expected that benefit payments will have to be made for a longer period of time than if you had retired at your Normal Retirement Date. Therefore, according to your age when benefit payments begin, you will receive the corresponding percentage of benefit listed below of your Accrued Benefit:

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
65	100%	44	19%
64	93%	43	17%
63	87%	42	16%
62	80%	41	15%
61	73%	40	14%
60	67%	39	13%
59	63%	38	12%
58	60%	37	11%
57	57%	36	10%
56	53%	35	9%
55	50%	34	8%
54	46%	33	7%
53	42%	32	6%
52	38%	31	6%
51	35%	30	6%
50	32%	29	6%
49	29%	28	6%
48	27%	27	6%
47	25%	26	6%
46	23%	25	6%
45	21%		

If you retire at a time when you are between any two ages listed on the table, the percentage of that benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin.

Your Disability Retirement benefit can be paid under the same options as those explained in the Section titled, **How Your Benefit is Paid**, except as the lump sum described under section (f)(v) in the paragraph "Lump Sum" in that Section.

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

You have several choices as to how your benefit is paid. The monthly amount will differ according to the method of payment you choose, but the amounts are the Actuarial Equivalent. Actuarial Equivalent means a method of payment that has equal value according to actuarial tables that take in account life expectancy, interest rates and other factors.

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

a. "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 a married Participant, election of this option requires notarized spousal consent. A single Participant will receive this option unless he elects otherwise.

b. "10-, 15-, or 20-Year Certain and Life Annuity" — This option provides a reduced monthly payment for your lifetime with the guarantee that if you die before 10 years (120 months), 15 years (180 months) or 20 years (240 months) of payments have been made, the beneficiary named by you (NOT limited to your Eligible Spouse) will receive the same benefit that you were receiving until pension payments made to your Eligible Spouse or your beneficiary equal 10, 15 or 20 years of payments depending on which of these three periods you elect. 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 a married Participant, election of this option requires notarized consent by your Eligible Spouse. You may name a new beneficiary at any time, even after your payments begin, by contacting the Lumen Pension Service Center. Your Eligible Spouse must consent to beneficiary changes submitted after your initial election (unless the original consent authorized later changes). If you have no named living beneficiary when you die within the first 10, 15 or 20 years, depending on your election, the single sum actuarial equivalent of the remaining benefits, if any will be paid to your spouse, children, parents, blood relative, a person with whom the Participant resides, executors or administrators. If you die after you have received 10 years (120 months), 15 years (180 months) or 20 years (240 months) of monthly annuity payments, no pension benefit is payable to your beneficiary.

c. "50% Qualified Joint and Survivor Annuity" — This option provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Eligible Spouse upon your death for your Eligible Spouse's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your named beneficiary on your Annuity Starting Date.

d. "75% Joint and Survivor Annuity" — This option provides a reduced monthly payment for your lifetime with 75% of the reduced monthly benefit continuing to your Eligible Spouse upon your death for your Eligible Spouse's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Eligible Spouse on your Annuity Starting Date. This option is considered the Qualified Optional Survivor Annuity.

e. "100% Joint and Survivor Annuity" — This option provides a reduced monthly payment for your lifetime with 100% of the reduced monthly benefit continuing to your Eligible Spouse upon your death for your Eligible Spouse's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Eligible Spouse on your Annuity Starting Date.

Your named beneficiary cannot be changed after your Annuity Starting Date. If your named beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.

f. "Lump Sum" —

   i. If the Actuarial Equivalent present value of your benefit (or your Eligible Spouse's Death Benefit) is less than $1,000 and a timely election is not made to roll it over, the benefit will be paid directly to you (or your surviving Spouse). This lump sum payment is subject to mandatory withholding.
   ii. If the Actuarial Equivalent present value of your benefit is more than $1,000 and less than $10,000, you may elect an immediate payment of your benefit. No additional benefits are payable to your Eligible Spouse after your death. If you are married, election of this option requires notarized consent from your Eligible Spouse.
   iii. As a Participant in the Coastal Plan as of June 30, 2001, you may elect a lump sum distribution of your Accrued Benefit you earned under the Coastal Plan as of December 31, 2000 regardless of the amount. Any lump sum payment in excess of $1,000 requires your written request and the written consent of your Eligible Spouse.
   iv. If the Actuarial Equivalent of your or your Eligible Spouse's vested accrued benefit is more than $1,000 but not more than $5,000 at the time of the distribution, and a timely election to roll it over is not made, the Plan benefit will automatically be rolled over to an individual retirement plan

designated by the Committee.

v. Effective October 1, 2019, if the Actuarial Equivalent of your vested Accrued Benefit is more than $5,000 at the time of the distribution, you may elect to receive your vested Accrued Benefit in a lump sum payment at any time. You may elect the lump sum payment to be rolled over or paid to you directly.

Please Note: If you die before your Benefit Commencement Date, but on or after your Severance from Employment with Lumen, and before your death you made a valid election to take the lump sum option described here, the lump sum distribution will be paid to your designated Beneficiary and no death benefits (as described in "Death Benefits") will be paid. If you have not designated a Beneficiary or your designated Beneficiary does not survive you, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void. If you die on or after your Benefit Commencement Date, but before your Annuity Starting Date and before your death you made a valid election to take the lump sum option described here, and the lump sum distribution had not been paid due to administrative or other delay, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void.

If you have been married throughout the one-year period ending on your Annuity Starting Date or your date of death, your benefit will automatically be paid as a 50% Qualified Joint and Survivor Annuity to your spouse only, unless you have chosen another form of payment option. If you are married and you (1) elect any option less than 50% of your benefit to your spouse, or (2) designate someone other than your spouse as your beneficiary, your spouse must consent to the election in writing. In addition, your spouse's signature must be witnessed by a Notary Public.

If your named beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If you are not married and have not chosen another option when your benefit payments begin, your benefit will be paid as a Life Annuity as described above (no benefit payable upon your death).

What Happens When You Terminate Employment

1. If you terminate employment on or after June 1, 2015

If you terminate employment and are Vested, you may elect to receive your Accrued Benefit at any time. According to your age when benefit payments begin, you will receive the corresponding percentage of benefit listed below of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date to receive your benefits.

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
65	100%	44	19%
64	93%	43	17%
63	87%	42	16%
62	80%	41	15%
61	73%	40	14%
60	67%	39	13%
59	63%	38	12%
58	60%	37	11%
57	57%	36	10%

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
56	53%	35	9%
55	50%	34	8%
54	46%	33	7%
53	42%	32	6%
52	38%	31	6%
51	35%	30	6%
50	32%	29	6%
49	29%	28	6%
48	27%	27	6%
47	25%	26	6%
46	23%	25	6%
45	21%		

Unless you elect a distribution before your Normal Retirement Date, benefit payments will not commence until the attainment of your Normal Retirement Date.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 50 years and 7 months you will receive the age 50 percentage plus 7½ of the difference between age 50 percentage and the age 51 percentage.

Your Accrued Benefit can be paid under the same options as those explained in the Section titled **How Your Benefit Is Paid.**

2. If you terminate employment prior to June 1, 2015

If you terminate employment and are Vested, you will be entitled to your Accrued Benefit at your Normal Retirement Date. If you have completed at least 10 Years of Vesting Service at the time of your termination of employment, you may elect to start receiving your Accrued Benefit as of the first day of any month following the month in which your 55th birthday occurs, if you are living on that date. Any payments beginning before your Normal Retirement Date will be reduced as described under the Section titled **Early Retirement**.

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

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

Death Benefits

In the event of your death before you are Vested, or if you are Vested but have no surviving Eligible Spouse, no death benefit will be payable from this Plan. Should you die after you are Vested and you have a surviving Eligible Spouse, but:

a. Before you reach your Early Retirement Age, your surviving Eligible Spouse will receive a death benefit equal to your Accrued Benefit payable in the form of a Qualified Pre-Retirement Survivor Annuity. The

Qualified Pre-Retirement Survivor Annuity provides your Eligible Spouse with a monthly annuity benefit equal to the benefit that would have been payable to you if you had:

- Terminated service on the day before your death (unless you have already terminated employment with a Vested benefit),
- Survived to your earliest possible Early Retirement Date under the Plan,
- Retired having elected a 50% Qualified Joint and Survivor Annuity to commence at your earliest possible Early Retirement Date, and
- Died on the day following your earliest possible Early Retirement Date.

Your surviving Eligible Spouse will be eligible to receive the survivor benefit the first of the month following or coincident with the month in which you would have reached your earliest possible Early Retirement Date, unless your Eligible Spouse elects a later date.

b. After you reach your Early Retirement Age, your surviving Eligible Spouse will receive a death benefit equal to the survivor's portion of your Vested Accrued Benefit payable in the form of a 50% Qualified Joint and Survivor Annuity.

Your surviving Eligible Spouse will be eligible to receive the survivor benefit as of the first day of the month following the date of your death, unless your Eligible Spouse elects a later date.

c. However, notwithstanding paragraphs (a) and (b) above, if you were a Participant who was actively employed by Coastal on December 31, 2000, your death benefit will not be less than your death benefit as in effect on December 31, 2000.

d. In calculating these three death benefits, no service rendered, or compensation earned on or after March 1, 2003, shall be considered.

If the survivor benefit is paid before your Normal Retirement Date, it will be reduced for early commencement as described in the Section titled **Early Retirement**. Please refer to that Section for more information.

If you had properly elected to receive a 75% Joint and Survivor Annuity or a 100% Joint and Survivor Annuity and you had named your Eligible Spouse as your joint annuitant, but you die before your Benefit Commencement Date, then your surviving Eligible Spouse will be entitled to a survivor benefit based on the actual form of joint and survivor annuity that you had elected, instead of the 50% Qualified Joint and Survivor Annuity described above. See the section "Lump Sum" for information about the payment of your Plan benefit if you die after having elected to be paid a lump sum.

Your surviving Eligible Spouse's benefit will be paid under the options explained in the Section titled **How Your Benefit is Paid** – where Death Benefits, Eligible Spouse or surviving Spouse are referenced.

APPENDIX B:
Gallatin River Communications, L.L.C. Madison River Communications, L.L.C. Non-Bargaining Employees

Participation

All employees of Gallatin River Communications, L.L.C. and Madison River Communications, L.L.C. are eligible to participate in the Madison River Retirement Component of the Lumen Pension Plan (the “Plan”) on the dates as stated below except for following who are ineligible:

1. Leased employees,
2. Employees who are covered by a collective bargaining agreement, and
3. Independent contractors,
4. Non-resident aliens, and
5. After May 23, 2016, Project Based Employees (as categorized in the Company’s payroll system).

Madison River Communications, L.L.C. (“Madison River”) adopted the Plan January 1, 1998. Effective January 1, 1998 through February 28, 2003, all employees of Madison River, except as noted above, were eligible to participate in the Plan.

Gallatin River Communications, L.L.C. (“Gallatin River”) adopted the Plan on November 1, 1998. Employees, except as noted above as not eligible, were eligible to participate in the Plan from November 1, 1998 through February 28, 2003 coinciding with or next following the later of attaining age 21 or the completion of a Qualifying Year of Service. Your service prior to November 1, 1998, will be counted for purposes of eligibility provided you were employed on November 1, 1998.

Why Service Is Important

Accrued Benefit

The *amount* of your pension benefit, among other things, is determined on the basis of how many *Years of Benefit Service* you have completed with the Participating Employer as of February 28, 2003. For more information, see the Section titled **Accrued Benefit** later in this Appendix.

Madison River — In addition to your Years of Benefit Service, your Accrued Benefit uses your Career Average Compensation as of January 1, 1998 or, if later, your date of hire through the earlier of your date of termination or February 28, 2003.

Gallatin River — In addition to your Years of Benefit Service, your Accrued Benefit uses your Career Average Compensation as of November 1, 1998 or, if later, your date of hire through the earlier of your date of termination or February 28, 2003.

Vesting in Accrued Benefit

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

What Vesting Is All About

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

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

How Your Years Of Service Are Determined

Madison River

1. Years of Vesting Service includes all Plan Years beginning with your date of hire.
2. Years of Benefit Service includes all Plan Years on and after January 1, 1998, through February 28, 2003, in which you complete 1,000 or more Hours of Service with Madison River, subject to the Break-in-Service rules in the following section.

Gallatin River

For service before January 1, 1999:

Years of Vesting Service includes all your full calendar years of continuous employment with Sprint, provided you were an "Affected Employee." An "Affected Employee" is one who was transferred on November 1, 1998, from Sprint to Gallatin River in connection with the asset purchase agreement of April 23, 1998. As an "Affected Employee" you will receive credit for this uninterrupted service only if you became employed by Gallatin River on November 1, 1998. This service will count toward your vested status under the Plan, but not for purposes of the amount of your benefit.

For service after January 1, 1999:

1. Years of Vesting Service includes all Plan Years in which you complete 1,000 or more Hours of Service with Gallatin River Communications, L.L.C., or any of the other Participating Employers in this Plan, subject to the Break-in-Service rules in the following Section.
2. Years of Benefit Service includes all Plan Years on and after November 1, 1998 through February 28, 2003, in which you complete 1,000 or more Hours of Service with Gallatin River Communications, L.L.C., subject to the Break-in-Service rules in the following section.

As a general rule, all of your service with Gallatin River Communications, L.L.C. and Madison River Communications, L.L.C. must be taken into consideration for purposes of determining your vesting percentage. There are some exceptions, however, which are covered in the Section titled **A Break-In-Service Can Affect Your Benefit.**

A Break-In-Service Can Affect Your Benefit

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

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

Parental Leave

Beginning October 1, 1985, if you are absent from work because of pregnancy, birth of your child, adoption of your child, or caring for your child during the period immediately after birth or adoption, you may be credited with up to 501 Hours of Service in order to avoid a Break-in-Service. These hours will be credited only so that you may avoid a Break-in-Service for this period. They will not count in determining your Accrued Benefit.

Participation on Re-employment

If you are rehired after a One-Year Break-in-Service, you must again complete a Qualifying Year of Service after which your date of Plan participation will be retroactive to your date of re-employment, provided:

a. You are Vested at the time of your last date of employment, or
b. You are not Vested at the time of your last date of termination of employment, but your number of consecutive One-Year Breaks-in-Service is less than five.

If your number of consecutive One-Year Breaks-in-Service is greater than five, then your prior service is forfeited, and your date of Plan participation is the next Plan Entry Date (January 1 or July 1) next following your completion of a Qualifying Year of Service. However, if the next Plan Entry Date is after March 1, 2003, you are not eligible to participate in the Plan.

Vesting on Re-employment

A Break-in-Service may affect the way you become Vested in your benefits from the Plan. A Break-in-Service may also cause you to lose benefits in some cases. If you are Vested at the time of your termination of employment, your prior service will always be counted should you return to work with the Participating Employer.

If you are not Vested at the time of your termination, and you incur a Break-in-Service, you will forfeit any benefits you already have accrued under the Plan, as well as credit for service you already have with the Participating Employer unless you return to work, and your prior Years of Vesting Service are counted.

Madison River

Your service before a Break-in-Service will be counted if you have a Break-in Service on or after January 1, 1998, and the number of your consecutive One-Year Breaks-in-Service is less than the greater of (i) five or (ii) your total number of Years of Vesting Service before the break.

Gallatin River

Your service before a Break-in-Service will be counted if:

a. Before November 1, 1998, only continuous employment after your last re-hire date will be counted provided you were employed by the Participating Employer on November 1, 1998.
b. If you have a Break-in-Service on or after November 1, 1998, your prior service will be counted if the number of your consecutive One-Year Breaks-in-Service is less than the greater of (i) five or (ii) your total number of Years of Vesting Service before the break.

Accrued Benefit

Your Accrued Benefit is the actual retirement benefit that you have earned as of any given date on or before February 28, 2003 ("accrual date"), and prior to your Normal Retirement Date. Your Accrued Benefit is payable to you at your Normal Retirement Date. However, should the benefit commence early, this amount will be reduced for early commencement of benefits. For more about early commencement of benefits, see the Section titled **Early Retirement.**

Your Accrued Benefit is calculated by multiplying 1.25% times your Years of Benefit Service as of the accrual date; the resulting percentage is then multiplied by your Career Average Compensation as of the accrual date.

Normal Retirement Benefit

Your Normal Retirement Date is the later of (i) the first day of the month coinciding with or next following your 65th birthday or (ii) the fifth anniversary following the date you first became a Participant in the Plan.

When you reach your Normal Retirement Date, you may retire from the Participating Employer and begin to receive your Normal Retirement Benefit. Your Normal Retirement Benefit is payable as a monthly benefit beginning the first of the month following or coincident with your Normal Retirement Date. There are optional methods for receiving your benefit, see the section titled **How Your Benefit Is Paid.**

To apply for a benefit, follow the instructions in Section 4, **Applying for a Benefit – Request a Retirement Kit.** You may delay receipt of your Normal Retirement payments for as long as you wish, but not later than the April 1 following the year in which you reach age 70 ½.

The amount of your monthly Normal Retirement Benefit is equal to 1.25% of your Career Average Compensation as of February 28, 2003, multiplied by your number of Years of Benefit Service as of February 28, 2003.

Your "Career Average Compensation" is defined as the average of your annual calendar year Compensation for all of your Years of Benefit Service through February 28, 2003.

"Compensation" means your total annual earnings paid to you by the Participating Employer during a calendar year including any wages you deferred under the Lumen's Section 125 Plan and 401(k) Plan. The amount of your Compensation that may be taken into account for purposes of calculating your Normal Retirement Benefit (and any other Plan benefit) is restricted by the tax laws. In no event will amounts paid to you after the Madison River Retirement Component was amended to cease future benefit accruals with respect to the group of Participants of which you are part, be used for determining your "Compensation."

How The Benefit Formula Works

Example:

You retire at age 65 after completing 4 Years of Benefit Service as of February 28, 2003, and your "Career Average Compensation" is $50,000. Your Normal Retirement Benefit is determined as follows:

1.25% of $50,000 x 4 Years	=	$2,500.00
Your Annual Pension Benefit	=	$ 2,500.00
Your Monthly Pension Benefit	=	$208.33

Examples shown in this Summary Plan Description solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your actual retirement will be based upon your actual birth date, compensation experience, completed number of Years of Benefit Service, the provisions of the

Early Retirement

You may elect Early Retirement as of the first day of any month after you reach age 55 and have completed 10 or more Years of Vesting Service.

The amount of your benefit will be your Accrued Benefit at your Early Retirement Date or as of February 28, 2003, whichever occurs first, based on your Years of Benefit Service and your Compensation up to that time. Because you are retiring early, it is expected that benefit payments will have to be made for a longer period of time than if you had retired at your Normal Retirement Date. Therefore, according to your age when benefit payments begin, you will receive the corresponding percentage of benefit, listed below, of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date to receive your benefits:

Your Age When Benefits Begin	Percentage of Benefit You Receive
65	100%
64	93%
63	87%
62	80%
61	73%
60	67%
59	63%
58	60%
57	57%
56	53%
55	50%

Unless you elect a distribution at your Early Retirement Date, benefit payments will not commence until the attainment of your Normal Retirement Date.

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

If you wait until your Normal Retirement Date or later to begin receiving your benefits, no adjustment will apply. Your Early Retirement Benefit can be paid under the same options as those explained in the section titled **How Your Benefit Is Paid.**

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

How The Early Retirement Benefit Works

Example:

You retire at age 60 after completing 5 Years of Benefit Service as of February 28, 2003. Your Career Average Compensation is $50,000. Your Early Retirement Benefit is determined based on the same formula as was described under the Section titled Normal Retirement Benefit, and then applying the appropriate Adjustment Percentage from the above table:

1.25% of $50,000 x 5 Years	=	$3.125.00
Your Accrued Benefit at Age 60	=	$3.125.00
Adjustment Percentage for Retirement at Age 60	=	67%
Your Annual Early Retirement Benefit at Age 60	=	$2,093.75
Your Monthly Early Retirement Benefit at Age 60	=	$174.48

Delayed Retirement

If you work beyond your Normal Retirement Date, you will begin receiving your benefit on your Delayed Retirement Date. Your Delayed Retirement Date will be the first day of the month coincident with or next following your last day of employment. However, if you are a 5% or more shareholder of Lumen, your Delayed Retirement benefit must begin no later than the April 1 following the calendar year in which you reach age 70½, whether or not you have actually retired from the Participating Employer.

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

a. Your Normal Retirement Benefit taking into account your Career Average Compensation earned up to your Delayed Retirement Date or February 28, 2003, whichever occurs first, and your Years of Benefit Service earned up to your Delayed Retirement Date or February 28, 2003, whichever occurs first, or
b. Your Normal Retirement Benefit actuarially increased to your Delayed Retirement Date.

Your Delayed Retirement benefit can be paid under the same options as those explained in the Section titled **How Your Benefit Is Paid.**

Disability Retirement

Eligibility for a Disability Retirement Benefit. Prior to January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date prior to January 1, 2012, you are considered "disabled" if you are eligible for disability benefits under any Lumen sponsored Disability Income Plan or are otherwise considered totally and permanently disabled as determined by the Committee. Lumen may require proof of your continued disability as often as every six months. In the event you are eligible to receive any other Lumen sponsored long-term disability benefits, payment of your disability benefit under the Plan may be deferred until the earlier of your Normal Retirement Date or the date on which you are no longer considered totally and permanently disabled. However, you will not be considered totally and permanently disabled for the purposes of this Plan if your disability results from chronic alcoholism or addiction to narcotics, engaging in a felonious enterprise, intentionally self-inflicted injury, or if your disability was incurred while in the armed services of any country.

Beginning January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date on or after January 1, 2012, you are considered to be "disabled" when you are eligible for a long-term disability benefit in accordance with the definition of "disability" in the LTD Plan.

The determination as to whether you meet the definition of "Disabled" or have a "disability" under the LTD

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

Disability Retirement is not age based which means you may begin at any time before you reach your Early Retirement Date or Normal Retirement Date. You may start receiving your benefit as of your Disability Retirement Date, which is the first day of the month coinciding with or next following the approval for any disability benefits under the LTD Plan. Your Disability Retirement benefit will cease upon the first to occur of the following events:

1. You are no longer deemed by the LTD Plan to be permanently and totally disabled;
2. You refuse to submit to a medical examination or refuse to furnish proof of continued disability;
3. You die; or
4. You attain Normal Retirement Age.

The amount of your benefit will be your Accrued Benefit at the earlier of February 28, 2003, or your Disability Retirement Date. Because you are retiring early, it is expected that benefit payments will have to be made for a longer period of time than if you had retired at your Normal Retirement Date. Therefore, according to your age when benefit payments begin, you will receive the corresponding percentage of benefit listed below of your Accrued Benefit:

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
65	100%	44	19%
64	93%	43	17%
63	87%	42	16%
62	80%	41	15%
61	73%	40	14%
60	67%	39	13%
59	63%	38	12%
58	60%	37	11%
57	57%	36	10%
56	53%	35	9%
55	50%	34	8%
54	46%	33	7%
53	42%	32	6%
52	38%	31	6%
51	35%	30	6%
50	32%	29	6%
49	29%	28	6%
48	27%	27	6%
47	25%	26	6%
46	23%	25	6%

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
45	21%		

If you retire at a time when you are between any two ages listed above, your Percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7½ of the difference between age 61 percentage and the age 62 percentage.

Your Disability Retirement benefit can be paid under the same options as those explained in the Section titled, **How Your Benefit is Paid**, except as the lump sum described under section (f)(v) in the paragraph "Lump Sum" in that Section.

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

How Your Benefit Is Paid

You have several choices as to how your benefit is paid. The monthly amount will differ according to the method of payment you choose, but the amounts are the Actuarial Equivalent. Actuarial Equivalent means a method of payment that has equal value according to actuarial tables that take in account life expectancy, interest rates and other factors.

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

a. "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 a married Participant, election of this option requires notarized spousal consent. A single Participant will receive this option unless he elects otherwise.

b. "10-, 15-, or 20-Year Certain and Life Annuity" — This option provides a reduced monthly payment for your lifetime with the guarantee that if you die before 10 years (120 months), 15 years (180 months) or 20 years (240 months) of payments have been made, the beneficiary named by you (NOT limited to your Eligible Spouse)will receive the same benefit that you were receiving until pension payments made to your Eligible Spouse or your beneficiary equal 10, 15 or 20 years of payments depending on which of these three periods you elect. 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 a married Participant, election of this option requires notarized consent by your Eligible Spouse. You may name a new beneficiary at any time, even after your payments begin, by contacting the Lumen Pension Service Center. Your Eligible Spouse must consent to beneficiary changes submitted after your initial election (unless the original consent authorized later changes). If you have no named living beneficiary when you die within the first 10, 15 or 20 years, depending on your election, the single sum actuarial equivalent of the remaining benefits, if any, will be paid to your spouse, children, parents, blood relative, a person with whom the Participant resides, executors or administrators. If you die after you have received 10 years (120 months), 15 years (180 months) or 20 years (240 months) of monthly annuity payments, no pension benefit is payable to your beneficiary.

c. "50% Qualified Joint and Survivor Annuity" — This option provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Eligible Spouse upon your death for your Eligible Spouse's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your named beneficiary on your Annuity Starting Date.

d. "75% Joint and Survivor Annuity" — This option provides a reduced monthly payment for your lifetime with 75% of the reduced monthly benefit continuing to your Eligible Spouse upon your death for your Eligible Spouse's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your Eligible Spouse on your Annuity Starting Date. This option is considered the Qualified Optional Survivor Annuity.

e. "100% Joint and Survivor Annuity" — This option provides a reduced monthly payment for your lifetime with 100% of the reduced monthly benefit continuing to your Eligible Spouse upon your death for your Eligible Spouse's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your named beneficiary on your Annuity Starting Date. Your named beneficiary cannot be changed after your Annuity Starting Date. If your named beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.

f. "Lump Sum"

   i. This option provides immediate payment of your pension benefit if the Actuarial Equivalent present value of your benefit is more than $1,000 and less than $10,000. No additional benefits are payable to your Eligible Spouse after your death. If you are married, election of this option requires notarized consent from your Eligible Spouse. More information about lump sums is available below.
   ii. If the Actuarial Equivalent of your benefit (or your Eligible Spouse's Death Benefit) is less than $1,000 and a timely election is not made to roll it over, the benefit will be paid directly to you (or your surviving Spouse). This lump sum payment is subject to mandatory withholding.
   iii. iv. If the Actuarial Equivalent of your or your Eligible Spouse's vested accrued benefit is more than $1,000 but not more than $5,000 at the time of the distribution, and a timely election to roll it over is not made, the Plan benefit will automatically be rolled over to an individual retirement plan designated by the Committee.
   iv. Effective October 1, 2019, if the Actuarial Equivalent of your vested Accrued Benefit is more than $5,000 at the time of the distribution, you may elect to receive your vested Accrued Benefit in a lump sum payment at any time. You may elect the lump sum payment to be rolled over or paid to you directly.

Please Note: If you die before your Benefit Commencement Date, but on or after your Severance from Employment with Lumen, and before your death you made a valid election to take the lump sum option described here, the lump sum distribution will be paid to your designated Beneficiary and no death benefits (as described in "Death Benefits") will be paid. If you have not designated a Beneficiary or your designated Beneficiary does not survive you, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void.

If you die on or after your Benefit Commencement Date, but before your Annuity Starting Date and before your death you made a valid election to take the lump sum option described here, and the lump sum distribution had not been paid due to administrative or other delay, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void.

If you have been married throughout the one-year period ending on your Annuity Starting Date or your date of death, your benefit will automatically be paid as a 50% Qualified Joint and Survivor Annuity to your spouse only, unless you have chosen another form of payment option. If you are married and you (1) elect any option less than 50% of your benefit to your spouse, or (2) designate someone other than your spouse as your beneficiary, your spouse must consent to the election in writing. In addition, your spouse's signature must be witnessed by a Notary Public.

If your named beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If you are not married and have not chosen another option when your benefit payments begin, your benefit will be paid as a Life Annuity as described above (no benefit payable upon your death).

What Happens If You Terminate Employment

1. If you terminate employment on or after June 1, 2015

If you terminate employment and are Vested, you may elect to receive your Accrued Benefit at any time. According to your age when benefit payments begin, you will receive the corresponding percentage of benefit listed below of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date to receive your benefits.

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
65	100%	44	19%
64	93%	43	17%
63	87%	42	16%
62	80%	41	15%
61	73%	40	14%
60	67%	39	13%
59	63%	38	12%
58	60%	37	11%
57	57%	36	10%
56	53%	35	9%
55	50%	34	8%
54	46%	33	7%
53	42%	32	6%
52	38%	31	6%
51	35%	30	6%
50	32%	29	6%
49	29%	28	6%
48	27%	27	6%
47	25%	26	6%
46	23%	25	6%
45	21%		

Unless you elect a distribution before your Normal Retirement Date, benefit payments will not commence until the attainment of your Normal Retirement Date.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 50 years and 7 months you will receive the age 50 percentage plus 7½ of the difference between age 50 percentage and the age 51 percentage.

Your Accrued Benefit can be paid under the same options as those explained in the Section titled **How Your Benefit Is Paid**.

2. If you terminate employment before June 1, 2015

If you terminate employment and are Vested, you will be entitled to your Accrued Benefit at your Normal Retirement Date. If you have completed at least 10 Years of Vesting Service at the time of your termination of employment, you may elect to start receiving your Accrued Benefit as of the first day of any month following the month in which your 55th birthday occurs, if you are living on that date. Any payments beginning before your Normal Retirement Date will be reduced as described under the Section titled **Early Retirement**.

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

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

Death Benefits

In the event of your death <u>before</u> you are Vested, or if you are Vested but have no surviving Eligible Spouse, no death benefit will be payable from this Plan. Should you die <u>after</u> you are Vested and you have a surviving Eligible Spouse, but:

a. <u>Before</u> you reach your Early Retirement Age, your surviving Eligible Spouse will receive a death benefit equal to your Accrued Benefit payable in the form of a Qualified Pre-Retirement Survivor Annuity. The Qualified Pre-Retirement Survivor Annuity provides your Eligible Spouse with a monthly annuity benefit equal to the benefit that would have been payable to you if you had:
    i. Terminated service on the day before your death (unless you have already terminated employment with a Vested benefit),
    ii. Survived to your earliest possible Early Retirement Date under the Plan,
    iii. Retired having elected a 50% Qualified Joint and Survivor Annuity to commence at your earliest possible Early Retirement Date, and
    iv. Died on the day following your earliest possible Early Retirement Date.

Your surviving Eligible Spouse will be eligible to receive the survivor benefit the first of the month following or coincident with the month in which you would have reached your earliest possible Early Retirement Date, unless your Eligible Spouse elects a later date.

b. After you reach your Early Retirement Age, your surviving Eligible Spouse will receive a death benefit equal to the survivor's portion of your Accrued Benefit payable in the form of a 50% Qualified Joint and Survivor Annuity. Your surviving Eligible Spouse will be eligible to receive the survivor benefit as of the first day of the month following the date of your death, unless your Eligible Spouse elects a later date.
c. In calculating these death benefits, no service rendered, or compensation earned on or after March 1, 2003 shall be considered.

If the survivor benefit is paid before your Normal Retirement Date, it will be reduced for early commencement as described in the Section titled **Early Retirement.** Please refer to that Section for more information.

If you had properly elected to receive a 75% Joint and Survivor Annuity or a 100% Joint and Survivor Annuity and you had named your Eligible Spouse as your joint annuitant, but you die before your Benefit Commencement Date, then your surviving Eligible Spouse will be entitled to a survivor benefit based on the actual form of joint and survivor annuity that you had elected, instead of the 50% Qualified Joint and Survivor Annuity described above. See the section "Lump Sum" for information about the payment of your Plan benefit if you die after having elected to be paid a lump sum.

Your surviving Eligible Spouse's benefit will be paid under the options explained in the Section titled **How Your Benefit is Paid** – where Death Benefits, Eligible Spouse or surviving Spouse are referenced.

APPENDIX C:
Mebtel, Inc. (Mebtel Communications) Non-Bargaining Employees

Participation

Madison River Communications, L.L.C. (Madison River) acquired Mebtel Communications in May 1998 and assumed all the responsibilities, duties and obligations as plan sponsor of the Mebtel Communications Employees'' Pension Plan. Effective May 1998, the Mebtel Communication Employees' Pension Plan became a part of the Madison River Communications Corp. Employees' Retirement Plan.

All employees of Mebtel Communications are eligible to participate in the Madison River Retirement Component of the Lumen Pension Plan (the "Plan") on the dates as stated below except for the following who are ineligible:

1. Leased employees,
2. Employees who are covered by a collective bargaining agreement,
3. Independent contractors,
4. Non-resident aliens, and
5. After May 23, 2016, Project Based Employees (as categorized in the Company's payroll system).

Mebtel Communications employees, except as noted above, were eligible to participate in the Plan from August 15, 1960 through February 28, 2003, when benefit accruals were frozen.

An employee who would first become a Plan Participant on or after March 1, 2003, is not eligible to participate in the Plan.

Why Service Is Important

Accrued Benefit

The *amount* of your pension benefit, among other things, is determined on the basis of how many *Years of Benefit Service* you have completed with the Participating Employer as of February 28, 2003. For more information, see the Section titled **Accrued Benefit** later in this Appendix.

In addition to your Years of Benefit Service, your Accrued Benefit uses your Career Average Compensation as of August 15, 1960 or, if later, your date of hire through the earlier of your date of termination or February 28, 2003.

Vesting in Accrued Benefit

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

What Vesting Is All About

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

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

How Your Years Of Service Are Determined

For service before January 1, 1976:

Years of Vesting Service and Years of Benefit Service include all your full calendar years of continuous employment. You will receive credit for this uninterrupted service only if you were employed by Mebtel on January 1, 1976. This service will count toward the amount of your benefit, as well as your vested status under the Plan.

For service on or after January 1, 1976:

1. Years of Vesting Service includes all Plan Years in which you complete 1,000 or more Hours of Service with Mebtel, or any of the other Participating Employers in this Plan, subject to the Break-in-Service rules in the following Section.

2. Years of Benefit Service includes all Plan Years as of February 28, 2003, in which you complete 1,000 or more Hours of Service with Mebtel, subject to the Break-in-Service rules in the following Section.

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

A Break-In-Service Can Affect Your Benefit

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

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

Parental Leave

Beginning October 1, 1985, if you are absent from work because of pregnancy, birth of your child, adoption of your child, or caring for your child during the period immediately after birth or adoption, you may be credited with up to 501 Hours of Service in order to avoid a Break-in-Service. These hours will be credited only so that you may avoid a Break-in-Service for this period. They will not count in determining your Accrued Benefit.

Participation on Re-employment

If you are rehired after a One-Year Break-in-Service, you must again complete a Qualifying Year of Service after which your date of Plan participation will be retroactive to your date of re-employment, provided:

a. You are Vested at the time of your last date of termination of employment, or
b. You are not Vested at the time of your last date of termination of employment, but your number of consecutive One-Year Breaks-in-Service is less than five.

If your number of consecutive One-Year Breaks-in-Service is greater than five, then your prior service is forfeited, and your date of Plan participation is the next Plan Entry Date (January 1 or July 1) next following your completion of a Qualifying Year of Service. However, if the next Plan Entry Date is after March 1, 2003, you are not eligible to participate in the Plan.

Vesting on Re-employment

A Break-in-Service may affect the way you become Vested in your benefits from the Plan. A Break-in-Service may also cause you to lose benefits in some cases. If you are Vested at the time of your termination of employment, your prior service will always be counted should you return to work with the Participating Employer.

If you are <u>not Vested</u> at the time of your termination, and you incur a Break-in-Service, you will forfeit any benefits you already have accrued under the Plan, as well as credit for service you already have with the Participating Employer unless you return to work and your prior Years of Vesting Service are counted.

Your service before a Break-in-Service will be counted if:

a. <u>Before January 1, 1976</u>, only continuous employment after your last re-hire date will be counted provided you were employed by the Participating Employer on January 1, 1976.

b. If you had a Break-in-Service between January 1, 1976, and January 1, 1985, your prior service will be counted if the number of your consecutive One-Year Breaks-in-Service was less than your aggregate number of Years of Vesting Service before the break.

c. If you have a Break-in-Service <u>on or after</u> January 1, 1985, your prior service will be counted if the number of your consecutive One-Year Breaks-in-Service is less than the greater of (i) five or (ii) your total number of Years of Vesting Service before the break.

Accrued benefit

Your Accrued Benefit is the actual retirement benefit that you have earned as of any given date on or before February 28, 2003 (“accrual date”), and prior to your Normal Retirement Date. Your Accrued Benefit is payable to you at your Normal Retirement Date. However, should your benefit commence early, this amount will be reduced for early commence-ment of benefits. For more about early commencement of benefits, see the Section titled **Early Retirement.**

The amount of your Accrued Benefit is:

a. If you were hired on or after January 1, 1997, your Accrued Benefit is calculated by multiplying 1.25% times your Years of Benefit Service as of the accrual date; the resulting percentage is then multiplied by your Career Average Compensation as of the accrual date.

b. If you were hired prior to January 1, 1997, and were a Participant in the Mebtel, Inc. d/b/a Mebtel Communications Employee’s Pension Plan as of December 31, 1997, your Accrued Benefit is calculated by using two methods: (i) the method in paragraph (a) above and the method below. You will be eligible for the larger Accrued Benefit of the two methods.

   Your Accrued Benefit is determined by calculating your projected Normal Retirement Benefit, using the Normal Retirement Benefit formula (b) described under the Section titled Normal Retirement Benefit, based on your 1997 Average Compensation as of December 31, 1997, and Years of Benefit Service to your Normal Retirement Date. This projected Normal Retirement Benefit is then multiplied by a fraction. The numerator of this fraction is equal to the number of actual Years of Benefit Service you have completed as of the accrual date, and the denominator is equal to the number of possible Years of Benefit Service you would have completed if you continued working to your Normal Retirement Date.

Normal Retirement Benefit

Your Normal Retirement Date is the later of (i) the first day of the month coinciding with or next following your 65th birthday or (ii) the fifth anniversary following the date you first became a Participant in the Plan.

When you reach your Normal Retirement Date, you may retire from the Participating Employer and begin to receive your Normal Retirement Benefit. Your Normal Retirement Benefit is payable as a monthly benefit beginning the first of the month following or coincident with your Normal Retirement Date. There are optional methods for receiving your benefit, see the section titled **How Your Benefit Is Paid.**

To apply for a benefit, follow the instructions in Section 4, **Applying for a Benefit – Request a Retirement Kit.** You may delay receipt of your Normal Retirement payments for as long as you wish, but not later than the April 1 following the year in which you reach age 70½.

The amount of your Normal Retirement Benefit is as follows:

> For Employees hired on or after January 1, 1997 — The amount of your monthly Normal Retirement Benefit is equal to 1.25% of your "Career Average Compensation" as of February 28, 2003, multiplied by your number of Years of Benefit Service through February 28, 2003.
>
> Your "Career Average Compensation" is defined as the average of your annual calendar year Compensation for all of your Years of Benefit Service as of February 28, 2003 but using your 1997 calendar year Compensation for all your years prior to 1998.
>
> "Compensation" means your total annual earnings paid to you by the Participating Employer during a calendar year including any wages you deferred under the Lumen's Section 125 Plan and 401(k) Plan. The amount of your Compensation that may be taken into account for purposes of calculating your Normal Retirement Benefit (and any other Plan benefit) is restricted by the tax laws. In no event will amounts paid to you after the Madison River Retirement Component was amended to cease future benefit accruals with respect to the group of Participants of which you are part, be used for determining your "Compensation."
>
> Minimum Benefit for Participants in the Plan as of December 31, 1997 — Each such Participant shall be entitled to receive as a minimum monthly retirement benefit commencing at Normal Retirement Date in an amount equal to 1½ of the sum of (i) plus (ii) below, but not less than the Normal Retirement benefit as determined in subparagraph (a) above.
>
> i. 70% of your "1997 Average Compensation," plus
> ii. 21.667% of your "1997 Average Compensation" in excess of the 1998 Social Security Covered Compensation Table.

In the event that, at your Normal Retirement Date, you would have completed less than 35 Years of Benefit Service with the Participating Employer, your Normal Retirement Benefit (as determined in (i) and (ii) above) will be reduced by 1⁄35 for each year less than 35 years.

"1997 Average Compensation" means the Participant's Average Compensation for the five-year (or less if the Participant has less than five Years of Benefit Service) period beginning January 1, 1993 and ending December 31, 1997.

1998 Social Security Covered Compensation Table			
Year of Birth	**Covered Compensation**	**Year of Birth**	**Covered Compensation**
1931	27,576	1949	58,644
1932	29,304	1950	59,760
1933	31,128	1951	60,780

1998 Social Security Covered Compensation Table			
1934	32,940	1952	61,716
1935	34,752	1953	62,592
1936	36,528	1954	63,420
1937	38,292	1955	64,872
1938	41,748	1956	65,544
1939	43,488	1957	66,120
1940	45,216	1958	66,612
1941	46,908	1959	67,044
1942	48,552	1960	67,404
1943	50,136	1961	67,716
1944	51,684	1962	67,944
1945	53,208	1963	68,148
1946	54,684	1964	68,304
1947	56,136	1965 or later	68,400
1948	57,432		

How The Benefit Formula Works

Example 1: Hired prior to January 1, 1997 and Participant in the Plan as of December 31, 1997

You retire at age 65 with 30 Years of Benefit Service as of February 28, 2003. You were born in 1950 and your Career Average Compensation as of February 28, 2003 is $50,000 and your 1997 Average Compensation was $40,000. From the Table under the Section titled Normal Retirement Benefit, your 1998 Social Security Covered Compensation is $59,760. Your Normal Retirement Benefit is determined as follows:

Prior Plan Benefit Formula

1. 70% of $40,000	=	$28,000.00
PLUS	=	
2. 21.667% of $0 ($40,000 - $59,760)	=	+0.00
3. Your Full Service Annual Pension Benefit	=	$28,000.00
4. Reduction of the Full Service Benefit for Less than 35 Years ($28,000 x 5⁄35)	=	-4,000.00
Your Annual Pension Benefit (3) - (4)	=	$24,000.00
Your Monthly Pension Benefit	=	$2,000.00

Revised Benefit Formula

1.25% of $50,000 x 30 Years	=	$18,750.00
Your Annual Pension Benefit	=	$18,750.00

Your Monthly Pension Benefit	=	$1,562.50

You will receive the larger of the two benefit formulas. Because the amount of your monthly pension under the pre-1998 Mebtel benefit formula ($2,000.00) is greater than the benefit under the revised benefit formula ($1,562.50), you will receive the larger figure of $2,000.00 per month.

Example 2: Hired on or after January 1, 1997

You retire at age 65 with 6 Years of Benefit Service as of February 28, 2003, and your Career Average Compensation as of February 28, 2003 is $50,000. Your Normal Retirement Benefit is determined as follows:

1.25% of $50,000 x 6 Years	=	$3,750.00
Your Annual Pension Benefit	=	$3,750.00
Your Monthly Pension Benefit	=	$312.50

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

Early Retirement

You may elect Early Retirement as of the first day of any month after you reach age 55 and have completed 10 or more Years of Vesting Service.

The amount of your benefit will be your Accrued Benefit at your Early Retirement Date or as of February 28, 2003, whichever occurs first, based on your Years of Benefit Service and your Compensation up to that time. Because you are retiring early, it is expected that benefit payments will have to be made for a longer period of time than if you had retired at your Normal Retirement Date. Therefore, according to your age when benefit payments begin, you will receive the corresponding percentage of benefit listed on the next page of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date to receive your benefits:

Your Age When Benefits Begin	Percentage of Benefit You Receive
65	100%
64	93%
63	87%
62	80%
61	73%
60	67%
59	63%
58	60%
57	57%
56	53%
55	50%

Unless you elect a distribution at your Early Retirement Date, benefit payments will not commence until the attainment of your Normal Retirement Date.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7½ of the difference between age 61 percentage and the age 62 percentage.

If you wait until your Normal Retirement Date or later to begin receiving your benefits, no adjustment will apply. Your Early Retirement Benefit can be paid under the same options as those explained in the section titled **How Your Benefit Is Paid.**

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

How The Early Retirement Benefit Formula Works

Example 1: Hired prior to January 1, 1997 and Participant in the Plan as of December 31, 1997

You retire at age 60 with 20 Years of Benefit Service as of February 28, 2003. You would have completed 39 Years of Benefit Service if the plan was not frozen as of February 28, 2003 and if you had worked until your Normal Retirement Age of 65. You were born in 1955, your Career Average Compensation is $50,000, and your 1997 Average Compensation was $40,000. From the Table under the Section titled **Normal Retirement Benefit**, your 1998 Social Security Covered Compensation is $64,872. Your Early Retirement Benefit is determined based on the same formula as was described under the Section titled **How the Benefit Formula Works**, reduced as described under the Section titled **Accrued Benefit**, and then adjusted by the appropriate adjustment percentage from the table on the previous page:

<u>Prior Plan Benefit Formula</u>	=	
1. 70% of $40,000	=	$28,000,00
PLUS		
2. 21.667% of $0 ($40,000 - $64,872)	=	+0.00
3. Your Projected Normal Retirement Benefit	=	
4. Reduction for Less than 35 Years at NRD	=	N/A
5. Your Accrued Benefit at Age 60	=	$ 28,000.00
6. Adjustment Percentage for Retirement at Age 60	=	67%
Your Annual Early Retirement Benefit at Age 60	=	$ 18,760.00
Your Monthly Early Retirement Benefit at Age 60	=	$ 1,563.33

<u>Revised Benefit Formula</u>		
1.25% x $50,000 x 20 Years	=	$12,500.00
Your Accrued Benefit at Age 60	=	$12,500.00

Adjusted Percentage for Age 60 Retirement	=	67%
Your Annual Early Retirement Benefit at Age 60	=	$8,375.00
Your Monthly Early Retirement Benefit at Age 60	=	$697.92

Because the prior Plan Benefit formula provides a larger monthly Early Retirement Benefit, you will receive the larger amount of **$1,563.33 per month**.

Example 2: Hired on or after January 1, 1997

You retire at age 60 after completing 5 Years of Benefit Service. Your Career Average Compensation is $50,000. Your Early Retirement Benefit is determined based on the same formula as was described under the Section titled **How the Benefit Formula Works**, and then applying the appropriate Adjustment Percentage from the above table:

Revised Benefit Formula		
1. 1.25% x $50,000 x 5 years	=	$3,125.00
2. Your Accrued Benefit at Age 60	=	$3,125.00
3. Adjustment Percentage for Age 60 Retirement	=	67%
Your Annual Early Retirement Benefit at Age 60	=	$2,093.75
Your Monthly Early Retirement Benefit at Age 60	=	$174.48

Delayed Retirement

If you work beyond your Normal Retirement Date, you will begin receiving your benefit on your Delayed Retirement Date. Your Delayed Retirement Date will be the first day of the month coincident with or next following your last day of employment. However, if you are a 5% or more shareholder of Lumen, your Delayed Retirement benefit must begin no later than the April 1 following the calendar year in which you reach age 70½, whether or not you have actually retired from the Participating Employer.

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

a. Your Normal Retirement Benefit taking into account your Career Average Compensation earned up to your Delayed Retirement Date or February 28, 2003, whichever occurs first, and your Years of Benefit Service earned up to your Delayed Retirement Date or February 28, 2003, whicheveroccurs first, or
b. Your Normal Retirement Benefit actuarially increased to your Delayed Retirement Date. Your Delayed Retirement benefit can be paid under the same options as those explained inthe Section titled **How Your Benefit Is Paid**.

Disability Retirement

Eligibility for a Disability Retirement Benefit. Prior to January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date prior to January 1, 2012, you are considered "disabled" if you are eligible for disability benefits under any Lumen sponsored Disability Income Plan or are otherwise considered totally and permanently disabled as determined by the Committee. Lumen may require proof of your continued disability as often as every six months. In the event you are eligible to receive any other Lumen sponsored long-term disability benefits, payment of your disability benefit under the Plan may be deferred until the earlier of your Normal Retirement Date or the date on which you are no longer considered totally and permanently disabled. However, you will not be considered totally and permanently disabled for the purposes of this Plan if your disability results from chronic alcoholism or addiction to narcotics, engaging in a felonious enterprise, intentionally self-inflicted injury, or if your disability was incurred while in the armed services of any country.

Beginning January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date on or after January 1, 2012, you are considered to be “disabled” when you are eligible for a long-term disability benefit in accordance with the definition of “disability” in the LTD Plan.

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

Disability Retirement is not age based which means you may begin at any time before you reach your Early Retirement Date or Normal Retirement Date. You may start receiving your benefit as of your Disability Retirement Date, which is the first day of the month coinciding with or next following the approval for any disability benefits under the LTD Plan. Your Disability Retirement benefit will cease upon the first to occur of the following events:

1. You are no longer deemed by the LTD Plan to be permanently and totally disabled;
2. You refuse to submit to a medical examination or refuse to furnish proof of continued disability;
3. You die; or
4. You attain Normal Retirement Age.

The amount of your benefit will be your Accrued Benefit at the earlier of February 28, 2003, or your Disability Retirement Date. Because you are retiring early, it is expected that benefit payments will have to be made for a longer period of time than if you had retired at your Normal Retirement Date. Therefore, according to your age when benefit payments begin, you will receive the corresponding percentage of benefit listed below of your Accrued Benefit:

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
65	100%	44	19%
64	93%	43	17%
63	87%	42	16%
62	80%	41	15%
61	73%	40	14%
60	67%	39	13%
59	63%	38	12%
58	60%	37	11%
57	57%	36	10%
56	53%	35	9%
55	50%	34	8%
54	46%	33	7%
53	42%	32	6%

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
52	38%	31	6%
51	35%	30	6%
50	32%	29	6%
49	29%	28	6%
48	27%	27	6%
47	25%	26	6%
46	23%	25	6%
45	21%		

If you retire at a time when you are between any two ages listed on the table, the percentage of that benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7½ of the difference between age the 61percentage and the age 62 percentage.

Your Disability Retirement benefit can be paid under the same options as those explained in the Section titled, **How Your Benefit is Paid**, except as the lump sum described under section (f)(v) in the paragraph "Lump Sum" in that Section.

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

How Your Benefit Is Paid

You have several choices as to how your benefit is paid. The monthly amount will differ according to the method of payment you choose, but the amounts will be the Actuarial Equivalent. Actuarial Equivalent means a method of payment that has equal value according to actuarial tables that take in account life expectancy, interest rates and other factors.

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

a. "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 a married Participant, election of this option requires notarized spousal consent.

b. "10-, 15-, or 20-Year Certain and Life Annuity" — This option provides a reduced monthly payment for your lifetime with the guarantee that if you die before 10 years (120 months), 15 years (180 months) or 20 years (240 months) of payments have been made, the beneficiary named by you (NOT limited to your Eligible Spouse)will receive the same benefit that you were receiving until pension payments made to your Eligible Spouse or your beneficiary equal 10, 15 or 20 years of payments depending on which of these three periods you elect. 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 a married Participant, election of this option requires notarized consent by your Eligible Spouse. You may name a new beneficiary at any time, even after your payments begin, by contacting the Lumen Pension Service Center. Your Eligible Spouse must consent to beneficiary changes submitted after your initial election (unless the original consent authorized later changes). If you have no named living beneficiary when you die within the first 10, 15 or 20 years, depending on your election, the single sum actuarial equivalent of the remaining benefits, if any will be paid to your spouse, children, parents, blood relative, a person with whom the Participant resides, executors or administrators. If you die after you have received 10 years (120 months), 15 years (180 months) or 20 years (240 months) of monthly annuity payments, no pension benefit is payable to your beneficiary.

If you are not married, you will receive the 10-Year Certain and Life Annuity unless you elect otherwise.

c. <u>"50% Qualified Joint and Survivor Annuity"</u> – This option provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Eligible Spouse upon your death for your Eligible Spouse's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your named beneficiary on your Annuity Starting Date.

d. <u>"75% Joint and Survivor Annuity"</u> — This option provides a reduced monthly payment for your lifetime with 75% of the reduced monthly benefit continuing to your Eligible Spouse upon your death for your Eligible Spouse's life. 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. This option is considered the Qualified Optional Survivor Annuity.

e. <u>"100% Joint and Survivor Annuity"</u> — This option provides a reduced monthly payment for your lifetime with 100% of the reduced monthly benefit continuing to your Eligible Spouse upon your death for your Eligible Spouse's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your named beneficiary on your Annuity Starting Date.

Your named beneficiary cannot be changed after your Annuity Starting Date. If your named beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.

f. <u>"Lump Sum" —</u>

   i. If the Actuarial Equivalent of your benefit (or your Eligible Spouse's Death Benefit) is less than $1,000 and a timely election is not made to roll it over, the benefit will be paid directly to you (or your surviving Spouse). This lump sum payment is subject to mandatory withholding.
   ii. As a Participant in the Mebtel Communications Employers' Pension Plan as of December 31, 1997, you may elect a lump sum distribution of your Accrued Benefit upon termination provided your lump sum is $30,000 or less. Any lump sum payment in excess of $1,000 requires your written request and the written consent of your Eligible Spouse.
   iii. As a Participant in the Mebtel Communications Employers' Pension Plan as of December 31, 1997, you may elect a lump sum distribution of your Accrued Benefit upon retirement, regardless of the amount of the lump sum. Any lump sum payment in excess of $1,000 requires your written request and the written consent of your Eligible Spouse.
   iv. If the Actuarial Equivalent of your or your Eligible Spouse's vested accrued benefit is more than $1,000 but not more than $5,000 at the time of the distribution, and a timely election to roll it over is not made, the Plan benefit will automatically be rolled over to an individual retirement plan designated by the Committee.
   v. Effective October 1, 2019, if the Actuarial Equivalent of your vested Accrued Benefit is more than $5,000 at the time of the distribution, you may elect to receive your vested Accrued Benefit in a lump sum payment at any time. You may elect the lump sum payment to be rolled over or paid to you directly.

Please Note: If you die before your Benefit Commencement Date, but on or after your Severance from Employment with Lumen, and before your death you made a valid election to take the lump sum option described here, the lump sum distribution will be paid to your designated Beneficiary and no death benefits (as described in "Death Benefits") will be paid. If you have not designated a Beneficiary or your designated Beneficiary does not survive you, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void.

If you die on or after your Benefit Commencement Date, but before your Annuity Starting Date and before your death you made a valid election to take the lump sum option described here, and the lump sum distribution had not been paid due to administrative or other delay, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void.

If you have been married throughout the one-year period ending on your Annuity Starting Date or your date of death, your benefit will automatically be paid as a 50% Qualified Joint and Survivor Annuity to your spouse only, unless you have chosen another form of payment option. If you are married and you (1) elect any option less than 50% of your benefit to your spouse, or (2) designate someone other than your spouse as your beneficiary, your spouse must consent to the election in writing. In addition, your spouse's signature must be witnessed by a Notary Public.

If your named beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If you are not married and have not chosen another option when your benefit payments begin, your benefit will be paid as a 10-Year Certain and Life Annuity.

What Happens When You Terminate Employment

1. If you terminate employment on or after June 1, 2015

If you terminate employment and are Vested, you may elect to receive your Accrued Benefit at any time. According to your age when benefit payments begin, you will receive the corresponding percentage of benefit listed below of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date to receive your benefits.

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
65	100%	44	19%
64	93%	43	17%
63	87%	42	16%
62	80%	41	15%
61	73%	40	14%
60	67%	39	13%
59	63%	38	12%
58	60%	37	11%
57	57%	36	10%
56	53%	35	9%
55	50%	34	8%
54	46%	33	7%
53	42%	32	6%
52	38%	31	6%
51	35%	30	6%
50	32%	29	6%
49	29%	28	6%
48	27%	27	6%
47	25%	26	6%
46	23%	25	6%

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
45	21%		

Unless you elect a distribution before your Normal Retirement Date, benefit payments will not commence until the attainment of your Normal Retirement Date. If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 50 years and 7 months you will receive the age 50 percentage plus 7½ of the difference between age 50 percentage and the age 51 percentage.

Your Accrued Benefit can be paid under the same options as those explained in the Section titled **How Your Benefit Is Paid**.

2. If you terminate employment prior to June 1, 2015

If you terminate employment and are Vested, you will be entitled to your Accrued Benefit at your Normal Retirement Date. If you have completed at least 10 Years of Vesting Service at the time of your termination of employment, you may elect to start receiving your Accrued Benefit as of the first day of any month following the month in which your 55th birthday occurs, if you are living on that date. Any payments beginning before your Normal Retirement Date will be reduced as described under the Section titled **Early Retirement.**

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

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

Death Benefits

In the event of your death before you are Vested, or if you are Vested but have no surviving Eligible Spouse, no death benefit will be payable from this Plan. Should you die after you are Vested and you have a surviving Eligible Spouse, but:

a. Before you reach your Early Retirement Age, your surviving Eligible Spouse will receive a death benefit equal to your Accrued Benefit payable in the form of a Qualified Pre-Retirement Survivor Annuity. The Qualified Pre-Retirement Survivor Annuity provides your Eligible Spouse with a monthly annuity benefit equal to the benefit that would have been payable to you if you had:

    i. Terminated service on the day before your death (unless you have already terminated employment with a Vested benefit),
    ii. Survived to your earliest possible Early Retirement Date under the Plan,
    iii. Retired having elected a 50% Qualified Joint and Survivor Annuity to commence at your earliest possible Early Retirement Date, and
    iv. Died on the day following your earliest possible Early Retirement Date. Your surviving Eligible Spouse will be eligible to receive the survivor benefit the first of the month following or coincident with the month in which you would have reached your earliest possible Early Retirement Date, unless your Eligible Spouse elects a later date.

b. After you reach your Early Retirement Age, your surviving Eligible Spouse will receive a death benefit equal to the survivor's portion of your Vested Accrued Benefit payable in the form of a 50% Qualified Joint and Survivor Annuity.Your surviving Eligible Spouse will be eligible to receive the survivor benefit as of the first day of the month following the date of your death, unless your Eligible Spouse elects a later date.

c. In calculating these death benefits, no service rendered, or compensation earned on or after March 1, 2003, shall be considered.

If the survivor benefit is paid before your Normal Retirement Date, it will be reduced for early commencement as described in the Section titled **Early Retirement**. Please refer to that Section for more information.

If you had properly elected to receive a 75% Joint and Survivor Annuity or a 100% Joint and Survivor Annuity and you had named your Eligible Spouse as your joint annuitant, but you die before your Benefit Commencement Date, then your surviving Eligible Spouse will be entitled to a survivor benefit based on the actual form of joint and survivor annuity that you had elected, instead of the 50% Qualified Joint and Survivor Annuity described above. See the section “Lump Sum” for information about the payment of your Plan benefit if you die after having elected to be paid a lump sum.

Your surviving Eligible Spouse’s benefit will be paid under the options explained in the Section titled **How Your Benefit is Paid** – where Death Benefits, Eligible Spouse or surviving Spouse are referenced.

APPENDIX D:
Bargaining Unit Employees of Gallatin River Communications, L.L.C. Represented by Local Unions CWA 4217 Galesburg and IBEW 21

Participation

Gallatin River Communications, L.L.C., adopted the Madison River Communications Corp. Employees' Retirement Plan on November 1, 1998. Effective November 1, 1998, the following employees of Gallatin River Communications, L.L.C., were not eligible to participate in the Madison River Retirement Component of the Lumen Pension Plan (the "Plan"):

1. Leased employees,
2. Independent contractors,
3. Non-resident aliens,
4. Employees covered by a collective bargaining agreement except for employees represented by Local 21 and Local 196 of the International Brotherhood of Electrical Workers ("IBEW") and of Local 4217 of the Communication Workers of America ("CWA"), and
5. After May 23, 2016, Project Based Employees (as categorized in the Company's payroll system).

Employees were eligible to participate in this Plan on November 1, 1998, or any subsequent Plan Entry Date (January 1 or July 1) through accrual freeze dates as noted below, coinciding with or next following the later of their attaining age 21 or the completion of a Qualifying Year of Service.

Accruals were frozen:

a. December 31, 2005 for employees represented by Local CWA 4217 Galesburg and IBEW 21 (Pekin), and
b. January 31, 2006 for Local IBEW 196 (Dixon), now known as IBEW 21.

Prior to CenturyLink's purchase of Madison River Communications, L.L.C. on April 1, 2007, IBEW 196 Dixon became IBEW 21 Dixon. Effective October 1, 2010, IBEW 21 Dixon and IBEW 21 Pekin combined into one contract named IBEW 21.

Your service with Gallatin River Communications, L.L.C., prior to November 1, 1998, will be considered for purposes of eligibility provided you were employed by Gallatin River Communications, L.L.C., on November 1, 1998.

Why Service Is Important

Accrued Benefit

The *amount* of your pension benefit, among other things, is determined on the basis of how many *Years of Benefit Service* you completed with the Participating Employer prior to freezing of your benefit. You will earn a benefit based on your Pension Band amount times your Years of Benefit Service with the Participating Employer. For more information, see the Section titled **Accrued Benefit** later in this Appendix.

Vesting in Accrued Benefit

Your *right* to your Accrued Benefit is determined on the basis of your vested status under the Plan. Your vested status is determined by the number of Years of Vesting Service you have completed with the Participating Employer. For more information on how you might be affected, see the Section titled **What Vesting Is All About**.

What Vesting Is All About

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

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

How Your Years Of Service Are Determined

For service before January 1, 1999:

Years of Vesting Service include all your full calendar years of continuous employment with Sprint, provided you were an Affected Employee. An Affected Employee is one who was transferred on November 1, 1998, from Sprint to Gallatin River Communications, L.L.C., in connection with the asset purchase agreement of April 23, 1998, by Madison River Communications, L.L.C., As an Affected Employee you will receive credit for this uninterrupted service only if you became employed by Gallatin River Communications, L.L.C., on November 1, 1998. This service will count toward your Vested status under the Plan, but not for purposes of your Accrued Benefit.

For service on or after January 1, 1999:

1. Years of Vesting Service include all Plan Years in which you complete 1,000 or more Hours of Service with Gallatin River Communications, L.L.C., or any of the other Participating Employers in this Plan, subject to the Break-in-Service rules in the following Section.
2. Years of Benefit Service include all Plan Years in which you complete 1,000 or more Hours of Service with Gallatin River Communications, L.L.C., or any of the other Participating Employers in this Plan, subject to the Break-in-Service rules in the following Section.

   i. November 1, 1998 through December 31, 2005 for CWA 4217 and IBEW 21 (Pekin), and
   ii. November 1, 1998 through January 31, 2006 for IBEW 196 (Dixon), now known as IBEW 21 (Dixon).

As a general rule, all of your service with the Participating Employer must be taken into consideration for purposes of determining your vesting percentage. There are some exceptions, however, which are covered in the Section below titled **A Break-In-Service Can Affect Your Benefit**.

A Break-In-Service Can Affect Your Benefit

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

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

Parental Leave

Beginning November 1, 1998, if you are absent from work because of pregnancy, birth of your child, adoption of your child, or caring for your child during the period immediately after birth or adoption, you may be credited with up to 501 Hours of Service in order to avoid a Break-in-Service. These hours will be credited only so that you may avoid a Break-in-Service for this period. They will not count in determining your Accrued Benefit.

Participation on Re-employment

If you are rehired after a One-Year Break-in-Service, you must again complete a Qualifying Year of Service after which your date of Plan participation will be retroactive to your date of re-employment, provided:

a. You had a vested benefit at the time of your last date of employment, or

b. You did not have a vested benefit at the time of your last date of termination of employment, but your number of consecutive One-Year Breaks-in-Service is less than five.

If your number of consecutive One-Year Breaks-in-Service is greater than five, then your prior service is forfeited, and your date of Plan participation is the next Plan Entry Date (January 1 or July 1) next following your completion of a Qualifying Year of Service. However, if the next Plan Entry Date is after the date your Accrued Benefit was frozen, you are not eligible to participate in the Plan.

Vesting on Re-employment

A Break-in-Service may affect the way you become vested in your benefits from the Plan. A Break-in-Service may also cause you to lose benefits in some cases. If you are vested at the time of your termination of employment, your prior service will always be counted should you return to work with the Participating Employer.

If you are not vested at the time of your termination, and you incur a Break-in-Service, you will forfeit any benefits you already have accrued under the Plan, as well as credit for service you already have with the Participating Employer unless you return to work, and your prior Years of Vesting Service are counted. Your service before a Break-in-Service will be counted if:

a. Before November 1, 1998, only continuous employment after your last re-hire date through the date your benefits were frozen will be counted provided you were employed by the Participating Employer on November 1, 1998.

b. If you have a Break-in-Service on or after November 1, 1998, your prior service will be counted if the number of your consecutive One-Year Breaks-in-Service is less than the greater of (i) five or (ii) your total number of Years of Vesting Service before the break.

Accrued Benefit

Your Accrued Benefit is the actual amount of the retirement benefit that you have earned as of the date your benefits were frozen and payable at your Normal Retirement Date. Your Accrued Benefit is determined by multiplying the amount your Pension Band times your Years of Benefit Service to the date your Accrued Benefit was frozen.

Your Accrued Benefit is payable to you at your Normal Retirement Date. However, should you be eligible and elect to commence your benefit prior to your Normal Retirement Date, this amount will be reduced for early commencement of benefits. For more about early commencement of benefits, see the Section titled Early Retirement.

Normal Retirement Benefit

Your Normal Retirement Date is the later of:

a. the first day of the month coinciding with or next following your 65th birthday, or

b. the fifth anniversary following the date you first became a Participant in the Plan.

When you reach your Normal Retirement Date, you may retire from the Participating Employer and begin to receive your Normal Retirement Benefit. Your Normal Retirement Benefit is payable as a monthly benefit beginning the first of the month following or coincident with your Normal Retirement Date. There are optional methods for receiving your benefit, see the section titled **How Your Benefit Is Paid.**

To apply for a benefit, follow the instructions in Section 4, **Applying for a Benefit – Request a Retirement Kit.** You may delay receipt of your Normal Retirement payments for as long as you wish, but not later than the April 1 following the year in which you reach age 70½.

The amount of your monthly Normal Retirement Benefit is determined by multiplying your Years of Benefit Service on the date your benefit was frozen by the Pension Band amount. The Pension Band amount used in the calculation depends on your job title. Several different job titles may exist under each Pension Band. To determine the Pension Band applicable to you, see Section titled **Pension Bands** at the end of this Appendix.

1. Schedule A Local CWA 4217
2. Schedule B Local IBEW 21 (Pekin)
3. Schedule C Local IBEW 21 (Dixon, formerly IBEW 196)

How The Benefit Formula Works

Example:

You retire at age 65 after completing four (4) Years of Benefit Service when accruals were frozen and you have at least five (5) Years of Vesting Service as of your benefit freeze date, and you were in IBEW 196, now known as IBEW 21 (Dixon), Pension Band #2 for each year. Your monthly Normal Retirement Benefit is determined as follows:

$48.23 x 4 years = $192.92

Examples shown in this Summary Plan Description solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your actual retirement will be based upon your actual date of birth, your Pension Band amount, your completed number of Years of Benefit Service, provisions of the Plan, and the laws in effect when you retire.

Early Retirement

You may elect Early Retirement as of the first day of any month after you reach age 55 and have completed 10 or more Years of Vesting Service.

The amount of your benefit will be your Accrued Benefit at your Early Retirement Date based on your number of Years of Benefit Service multiplied by the applicable Pension Band amount. Because you are retiring early, it is expected that benefit payments will be paid over a longer period of time than if you had retired at your Normal Retirement Date. Therefore, according to your age when benefit payments begin, you will receive the corresponding percentage of benefit, listed below, of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date.

Your Age When Benefits Begin	Percentage of Benefit You Receive
65	100%
64	93%

Your Age When Benefits Begin	Percentage of Benefit You Receive
63	87%
62	80%
61	73%
60	67%
59	63%
58	60%
57	57%
56	53%
55	50%

Unless you elect a distribution at your Early Retirement Date, benefit payments will not commence until the attainment of your Normal Retirement Date.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7½ of the difference between age 61 percentage and the age 62 percentage.

If you wait until your Normal Retirement Date or later to begin receiving your benefits, no adjustment will apply. Your Early Retirement Benefit can be paid under the same options as those explained in the section titled **How Your Benefit Is Paid**.

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

How The Early Retirement Benefit Works

Example:

You retire at age 60 after completing four (4) Years of Benefit Service when accruals were frozen, and you have at least ten (10) Years of Vesting Service as of your benefit freeze date. You were in IBEW 196, now known as IBEW 21 (Dixon), Pension Band #2 for each year, and then applying the appropriate percentage from the above table:

1. $48.23 x 4 years	=	$ 192.92
2. Your Accrued Benefit at Age 65	=	$ 192.92
3. Adjustment Percentage for Retirement at Age 60	=	67%
Your Monthly Early Retirement Benefit at Age 60	=	$129.26

Examples shown in this Summary Plan Description solely are provided in order to illustrate how the benefit formula works. The benefit you receive upon your actual retirement will be based upon your actual date of birth, your Pension Band amount, your completed number of Years of Benefit Service, provisions of the Plan, and the laws in effect when you retire.

Delayed Retirement

If you work beyond your Normal Retirement Date, you will begin receiving your benefit on your Delayed Retirement Date. Your Delayed Retirement Date must commence no later than the April 1 following the calendar year in which you either (i) attain age 70½ or (ii) actually retire. However, if you are a 5% or more shareholder of Lumen, your Delayed Retirement benefit must begin no later than the April 1 following the calendar year in which you reach age 70½, whether or not you have actually retired from the Participating Employer.

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

a. Your Normal Retirement Benefit taking into account all of your Years of Benefit Service earned up to your Delayed Retirement Date, or the date that benefits were frozen for your union, if the freeze date is earlier than your Delayed Retirement Date, or

b. Your Normal Retirement Benefit actuarially increased to your Delayed Retirement Date.

Your Delayed Retirement Benefit can be paid under the same payment options as those explained in the Section titled **How Your Benefit Is Paid**.

Disability Retirement

Eligibility for a Disability Retirement Benefit. Prior to January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date prior to January 1, 2012, you are considered "disabled" if you are eligible for disability benefits under any Lumen sponsored Disability Income Plan or are otherwise considered totally and permanently disabled as determined by the Committee. Lumen may require proof of your continued disability as often as every six months. In the event you are eligible to receive any other Lumen sponsored long-term disability benefits, payment of your disability benefit under the Plan may be deferred until the earlier of your Normal Retirement Date or the date on which you are no longer considered totally and permanently disabled. However, you will not be considered totally and permanently disabled for the purposes of this Plan if your disability results from chronic alcoholism or addiction to narcotics, engaging in a felonious enterprise, intentionally self-inflicted injury, or if your disability was incurred while in the armed services of any country.

Beginning January 1, 2012, or if you are a Participant whose most recent short-term disability leave has an effective date on or after January 1, 2012, you are considered to be "disabled" when you are eligible for a long-term disability benefit in accordance with the definition of "disability" in the LTD Plan.

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

Disability Retirement is not age based which means your monthly benefit may begin at any time before you reach your Early Retirement Date or Normal Retirement Date. You may start receiving your benefit as of your Disability Retirement Date, which is the first day of the month coinciding with or next following the approval for any disability benefits under the LTD Plan. Your Disability Retirement benefit will cease upon the first to occur of the following events:

1. You are no longer deemed by the LTD Plan to be permanently and totally disabled;
2. You refuse to submit to a medical examination or refuse to furnish proof of continued disability;
3. You die; or
4. You attain Normal Retirement Age.

The amount of your benefit will be your Accrued Benefit at your Disability Retirement Date based on your number of Years of Benefit Service and your Pension Band up to earlier of the date you are determined to be disabled or (2) the date your Accrued Benefit was frozen. Because you are retiring early, it is expected that benefit payments will have to be made for a longer period of time than if you had retired at your Normal Retirement Date. Therefore, according to your age when benefit payments begin, you will receive the corresponding percentage of benefit listed below of your Accrued Benefit:

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
65	100%	44	19%
64	93%	43	17%
63	87%	42	16%
62	80%	41	15%
61	73%	40	14%
60	67%	39	13%
59	63%	38	12%
58	60%	37	11%
57	57%	36	10%
56	53%	35	9%
55	50%	34	8%
54	46%	33	7%
53	42%	32	6%
52	38%	31	6%
51	35%	30	6%
50	32%	29	6%
49	29%	28	6%
48	27%	27	6%
47	25%	26	6%
46	23%	25	6%
45	21%		

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instnace, if you begin your benefits at age 61 years and 7 months you will receive the age 61 percentage plus 7½ of the difference between age 61 percentage and the age 62 percentage.

Your Disability Retirement benefit can be paid under the same options as those explained in the Section titled, **How Your Benefit is Paid**, except as the lump sum described under section (f)(v) in the paragraph “Lump Sum” in that Section.

Your Disability Retirement Benefit can be paid under the same options as those explained in the Section titled **How Your Benefit Is Paid** of this Summary Plan Description.

How Your Benefit Is Paid

You have several choices as to how your benefit is paid. The monthly amount will differ according to the method of payment you choose, but the amounts are the Actuarial Equivalent. Actuarial Equivalent means a method of payment that has equal value according to actuarial tables that take in account life expectancy, interest rates and other factors.

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

a. "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 a married Participant, election of this option requires notarized spousal consent. A single Participant will receive this option unless he elects otherwise.

b. "10-, 15-, or 20-Year Certain and Life Annuity" — This option provides a reduced monthly payment for your lifetime with the guarantee that if you die before 10 years (120 months), 15 years (180 months) or 20 years (240 months) of payments have been made, the beneficiary named by you (NOT limited to your Eligible Spouse)will receive the same benefit that you were receiving until pension payments made to your Eligible Spouse or your beneficiary equal 10, 15 or 20 years of payments depending on which of these three periods you elect. 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 a married Participant, election of this option requires notarized consent by your Eligible Spouse. You may name a new beneficiary at any time, even after your payments begin, by contacting the Lumen Pension Service Center. Your Eligible Spouse must consent to beneficiary changes submitted after your initial election (unless the original consent authorized later changes). If you have no named living beneficiary when you die within the first 10, 15 or 20 years, depending on your election, the single sum actuarial equivalent of the remaining benefits, if any will be paid toyour spouse, children, parents, blood relative, a person with whom the Participant resides, executors or administrators. If you die after you have received 10 years (120 months), 15 years (180 months) or 20 years (240 months) of monthly annuity payments, no pension benefit is payable to your beneficiary.

c. "50% Qualified Joint and Survivor Annuity" – This option provides a reduced monthly payment for your lifetime with 50% of the reduced monthly benefit continuing to your Eligible Spouse upon your death for you Eligible Spouse's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your named beneficiary on your Annuity Starting Date.

d. "75% Joint and Survivor Annuity" — This option provides a reduced monthly payment for your lifetime with 75% of the reduced monthly benefit continuing to your Eligible Spouse upon your death for your Eligible Spouse's life. 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.

e. "100% Joint and Survivor Annuity" — This option provides a reduced monthly payment for your lifetime with 100% of the reduced monthly benefit continuing to your Eligible Spouse upon your death for your Eligible Spouse's life. Your monthly benefit is actuarially reduced for the cost of this option based on your age and the age of your named beneficiary on your Annuity Starting Date.

Your named beneficiary cannot be changed after your Annuity Starting Date. If your named beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death.

f. "Lump Sum" —

   i. This option provides immediate payment of your pension benefit if the Actuarial Equivalent present value of your benefit is more than $1,000 and less than $10,000. No additional benefits are payable to your Eligible Spouse or beneficiary after your death. If you are married, election of this option requires notarized consent from your Eligible Spouse.
   ii. If the Actuarial Equivalent of your benefit (or your Eligible Spouse's Death Benefit) is less than $1,000 and a timely election is not made to roll it over, the benefit will be paid directly to you (or your surviving Spouse). This lump sum payment is subject to mandatory withholding.
   iii. If the Actuarial Equivalent of your or your Eligible Spouse's vested accrued benefit is more than $1,000 but not more than $5,000 at the time of the distribution, and a timely election to roll it over

is not made, the Plan benefit will automatically be rolled over to an individual retirement plan designated by the Committee.

iv. Effective October 1, 2019, if the Actuarial Equivalent of your vested Accrued Benefit is more than $5,000 at the time of the distribution, you may elect to receive your vested Accrued Benefit in a lump sum payment at any time. You may elect the lump sum payment to be rolled over or paid to you directly.

Please Note: If you die before your Benefit Commencement Date, but on or after your Severance from Employment with Lumen, and before your death you made a valid election to take the lump sum option described here, the lump sum distribution will be paid to your designated Beneficiary and no death benefits (as described in "Death Benefits") will be paid. If you have not designated a Beneficiary or your designated Beneficiary does not survive you, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void.

If you die on or after your Benefit Commencement Date, but before your Annuity Starting Date and before your death you made a valid election to take the lump sum option described here, and the lump sum distribution had not been paid due to administrative or other delay, the lump sum payment will be paid to the executor of your will or the administrator of your estate and, any direct rollover election you had made automatically will become void.

If you have been married throughout the one-year period ending on your Annuity Starting Date or your date of death, your benefit will automatically be paid as a 50% Qualified Joint and Survivor Annuity to your spouse only, unless you have chosen another form of payment. If you are married and you (1) elect any option less than 50% of your benefit to your spouse, or (2) designate someone other than your spouse as your beneficiary, your spouse must consent to the election in writing. In addition, your spouse's signature must be witnessed by a Notary Public.

If your named beneficiary predeceases you, the amount of your benefit does not change and there is no benefit payable upon your death. If you are not married and have not chosen another option when your benefit payments begin, your benefit will be paid as a Life Annuity as described above (no benefit payable upon your death).

What Happens If You Terminate Employment

1. If you terminate employment on or after June 1, 2015

If you terminate employment and are Vested, you may elect to receive your Accrued Benefit at any time. According to your age when benefit payments begin, you will receive the corresponding percentage of benefit listed below of the Accrued Benefit you would otherwise receive if you waited until your Normal Retirement Date to receive your benefits.

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
65	100%	44	19%
64	93%	43	17%
63	87%	42	16%
62	80%	41	15%
61	73%	40	14%
60	67%	39	13%
59	63%	38	12%
58	60%	37	11%

Your Age When Benefits Begin	Percentage of Benefit You Receive	Your Age When Benefits Begin	Percentage of Benefit You Receive
57	57%	36	10%
56	53%	35	9%
55	50%	34	8%
54	46%	33	7%
53	42%	32	6%
52	38%	31	6%
51	35%	30	6%
50	32%	29	6%
49	29%	28	6%
48	27%	27	6%
47	25%	26	6%
46	23%	25	6%
45	21%		

Unless you elect a distribution before your Normal Retirement Date, benefit payments will not commence until the attainment of your Normal Retirement Date.

If you retire at a time when you are between any two ages listed above, the percentage of benefit will be interpolated to reflect the exact number of years and months of age at the time your pension payments begin. For instance, if you begin your benefits at age 50 years and 7 months you will receive the age 50 percentage plus 7½ of the difference between age 50 percentage and the age 51 percentage.

Your Accrued Benefit can be paid under the same options as those explained in the Section titled **How Your Benefit Is Paid**.

2. If you terminate employment prior to June 1, 2015

If you terminate employment and are Vested, you will be entitled to your Accrued Benefit at your Normal Retirement Date. If you have completed at least 10 Years of Vesting Service at the time of your termination of employment, you may elect to start receiving your Accrued Benefit as of the first day of any month following the month in which your 55th birthday occurs, if you are living on that date. Any payments beginning before your Normal Retirement Date will be reduced as described under the Section titled **Early Retirement.**

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

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

Death Benefits

In the event of your death before you are Vested, or if you are Vested and you do not have a surviving Eligible Spouse, no death benefit will be payable from this Plan. Should you die after you are Vested and you have a surviving Eligible Spouse, but:

a. Before you reach your Early Retirement Age, your surviving Eligible Spouse will receive a death benefit equal to your Accrued Benefit payable in the form of a Qualified Pre-Retirement Survivor Annuity. The Qualified Pre-Retirement Survivor Annuity provides your Eligible Spouse with a monthly annuity benefit equal to the benefit that would have been payable to you if you had:

i. Terminated service on the day before your death (unless you have already terminated employment with a Vested benefit),
ii. Survived to your earliest possible Early Retirement Date for you under the Plan,
iii. Retired having elected a 50% Qualified Joint and Survivor Annuity to commence at your earliest possible Early Retirement Date, and
iv. Died on the day following your earliest possible Early Retirement Date.

Your surviving Eligible Spouse will be eligible to receive the survivor benefit the first of the month following or coincident with the month in which you would havereached your earliest possible Early Retirement Date, unless your Eligible Spouse elects a later date.

b. After you reach your Early Retirement Age, your surviving Eligible Spouse will receive a death benefit equal to the survivor's portion of your vested Accrued Benefit payable in the form of a 50% Qualified Joint and Survivor Annuity.

Your surviving Eligible Spouse will be eligible to receive the survivor benefit in the month in which you would have reached your earliest possible Early Retirement Date, unless your Spouse elects a later date. If the survivor benefit is paid before your Normal Retirement Date, it will be reduced for early commencement as described in the Section titled **Early Retirement**. Please refer to that Section for more information.

If the survivor benefit is paid before your Normal Retirement Date, it will be reduced for early commencement as described in the Section titled **Early Retirement.** An Eligible Spouse is a spouse to whom you are married throughout the one-year period ending on the date your benefits under the Plan are to commence.

If you had properly elected to receive a 75% Joint and Survivor Annuity or a 100% Joint and Survivor Annuity and you had named your Eligible Spouse as your joint annuitant, but you die before your Benefit Commencement Date, then your surviving Eligible Spouse will be entitled to a survivor benefit based on the actual form of joint and survivor annuity that you had elected, instead of the 50% Qualified Joint and Survivor Annuity described above. See the section "Lump Sum" for information about the payment of your Plan benefit if you die after having elected to be paid a lump sum.

Your surviving Eligible Spouse's benefit will be paid under the options explained in the Section titled **How Your Benefit is Paid** – where Death Benefits, Eligible Spouse or surviving Spouse are referenced.

Pension Bands

Schedule A

Bargaining Unit Employees of Gallatin River Communications, L.L.C. Represented by Local 4217 CWA

Job Classification	Calendar Year						
Pension Band	1-1-1999	1-1-2000	1-1-2001	1-1-2002	1-1-2003	1-1-2004	1-1-2005
Band #1	$34.73	$34.73	$36.47	$36.47	$36.47	$36.47	$36.47
Band #2	$45.79	$45.79	$48.08	$48.08	$48.08	$48.08	$48.08

Band #1 Job Titles

Assignment Clerk

General Clerk

Repair Clerk

Service Order Clerk

Building Serviceperson

Storekeeper

Service Representative

Band #2 Job Titles

Cable Splicer

Service Technician

Business Service Technician

Communications Technician

Lineperson

Mechanic

Pension Bands

Schedule B

Bargaining Unit Employees of Gallatin River Communications, L.L.C. Represented by Local 21 IBEW (Pekin)

Job Classification	Calendar Year						
Pension Band	**1-1-1999**	**1-1-2000**	**1-1-2001**	**1-1-2002**	**1-1-2003**	**1-1-2004**	**1-1-2005**
Band #1	$32.91	$32.91	$34.55	$34.55	$34.55	$34.55	$34.55
Band #2	$47.77	$47.77	$50.16	$50.16	$50.16	$50.16	$50.16

Band #1 Job Titles

Clerk

Service Representative

Custodian

Building Maintenanceperson

Storekeeper/Warehouseperson

Band #2 Job Titles

Cable Splicer

Communications Technician

Service Technician

Business Service Technician

Lineperson

Garage Mechanic

Schedule C

Bargaining Unit Employees of Gallatin River Communications, L.L.C. Represented by Local 21 IBEW Dixon

Job Classification	Calendar Year						
Pension Band	**1-1-1999**	**1-1-2000**	**1-1-2001**	**1-1-2002**	**1-1-2003**	**1-1-2004**	**1-1-2005**
Band #1	$29.66	$29.66	$31.14	$31.14	$31.14	$31.14	$31.14
Band #2	$45.93	$45.93	$48.23	$48.23	$48.23	$48.23	$48.23

Band #1 Job Titles

Clerical Employee

Service Representative

Building Maintenanceperson

Storekeeper/Warehouseperson

Band #2 Job Titles

Lineperson

Service Technician

Communications Technician

Business Service Technician

Cable Splicer

Changing of Job Classification and Pension Bands — Applies to Schedules A, B and C

a. Lower Band to Higher Band

Beginning January 1, 1999 through the Accrued Benefit freeze date of December 31, 2005, an employee will only need to be in the higher band for three consecutive years before Benefit Service earned in a lower band can be counted in a higher one. Previously, if an employee changed job classifications which put him in a higher Pension Band, none of the Benefit Service earned under the lower band would be counted under the higher band until the employee had been in the higher band for five consecutive years. This same provision will apply to employees who transfer from one bargaining unit to another and become covered under a higher Pension Band amount.

b. Higher Band to Lower Band

For bargaining employees who move from a higher Pension Band to a lower one within their local bargaining unit, or for bargaining employees who move into a lower Pension Band as a result of transferring into a different bargaining unit, final pension benefits will be based on the higher of:

- **i.** The monthly benefit calculated by using all Years of Benefit Service multiplied by the Pension Band amount applicable to the employee's job classification at the time of retirement; or
- **ii.** The cumulative total of each separate period of Benefit Service spent in each different band multiplied by the applicable Pension Band amounts. The method used under the Sprint Retirement Pension Plan provision required that all service be calculated under the lower band (although in no case would benefits be lower than those earned immediately prior to the date of the job reclassification).The dollar amount of the higher Pension Band in effect on the date of job reclassification will remain frozen unless the employee is again assigned to a job classification covered under the higher Pension Band.

Changing of Job Classification and Pension Bands — Applies to Schedules A, B and C

a. Lower Band to Higher Band

Beginning January 1, 1999 through the Accrued Benefit freeze date of December 31, 2005, an employee will only need to be in the higher band for three consecutive years before Benefit Service earned in a lower band can be counted in a higher one. Previously, if an employee changed job classifications which put him in a higher Pension Band, none of the Benefit Service earned under the lower band would be counted under the higher band until the employee had been in the higher band for five consecutive years. This same provision will apply to employees who transfer from one bargaining unit to another and become covered under a higher Pension Band amount.

b. Higher Band to Lower Band

For bargaining employees who move from a higher Pension Band to a lower one within their local bargaining unit, or for bargaining employees who move into a lower Pension Band as a result of transferring into a different bargaining unit, final pension benefits will be based on the higher of:

- **i.** The monthly benefit calculated by using all Years of Benefit Service multiplied by the Pension Band amount applicable to the employee's job classification at the time of retirement; or
- **ii.** The cumulative total of each separate period of Benefit Service spent in each different band multiplied by the applicable Pension Band amounts. The method used under the Sprint Retirement Pension Plan provision required that all service be calculated under the lower band (although in no case would benefits be lower than those earned immediately prior to the date of the job reclassification).The dollar amount of the higher Pension Band in effect on the date of job reclassification will remain frozen unless the employee is again assigned to a job classification covered under the higher Pension Band.