# Summary Plan Description of the Lumen 401(k) Savings Plan

## **Union Represented Employees**

Please read this summary plan description carefully and keep it for future reference Effective January 1, 2024



## **Table of Contents**

1. INTRODUCTION	1
Keep Access to Your Plan Account Secure	1
2. THE PARTIES RESPONSIBLE FOR THE PLAN AND ITS OPERATIONS	3
Plan Sponsor	3
Plan Administrator	3
Investment Fiduciary - CenturyLink Investment Management Company	4
Self-Directed Brokerage Account	5
Trust Fund and Trustee	
Agent for Service of Legal Process	5
Collective Bargaining Agreement	6
3. PARTICIPATING IN THE PLAN	7
Covered Employees	7
Ineligible Employees	7
Participating Groups of Covered Employees	8
When Your Plan Participation Commences	8
Making Employee Contributions	
Eligibility for Company Matching Contributions	
Ceasing Active Participation	
Active Participation upon Rehire or Transfer into the Plan	12
4. PLAN ACCOUNTS AND CONTRIBUTIONS	12
Plan Accounts	12
Pre-Tax Contributions	13
Roth Contributions	13
After Tax Contributions	
Maximum Amount of Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions	13
Catch Up Contributions	
Rollover Contributions	
In-Plan Roth Conversions	
Employee Contribution Election Changes	
Matching Contributions	
Compensation Used for Plan Contributions	
Contributions by Participants Returning from Military Leave	18
5. VESTING	
Vesting Schedule for Group A Participants and Group C Participants	
Vesting Schedule for Group B Participants	
Vesting Schedule for Group D Participants	
Vesting Schedule for Group E Participants	
Vesting Schedule for Group F Participants	
Disability Defined	
Vesting If You Transfer from a Non-Represented Position to a Represented Position Covered By The	
Forfeiture of Unvested Amounts	
Restoration of Forfeited Amounts	
Service Crediting Rules	22

6. INVESTMENT OF YOUR PLAN ACCOUNT	23
Introduction	23
Target Date Funds	23
Core Funds – Building Your Own Portfolio	24
Self Directed Brokerage Account	24
The Importance of Diversifying Your Retirement Savings	26
Assistance For Your Investment Decisions	
Who is Responsible for Participant Investment Decisions	28
Your Participant Investment Directions	28
Default Investments	29
More Information about the Lumen Stock Fund	30
How to Get More Information About the Plan's Investment Funds	31
7. IN-SERVICE WITHDRAWALS	32
GENERAL RULES	32
Request for Return of Automatic Employee Contributions within the First 90 Days of Deposit	
In-Service Withdrawal At or After Age 591/2	
In-Service Withdrawal From Certain Plan Accounts	
Loan Security; Collateral	33
Hardship Withdrawal	
In-Service Withdrawal While on Military Leave	
Applying for In-Service Withdrawals	
Form of Payment for In-Service Withdrawals	
Potential Tax Consequences of In-Service Withdrawals	
LEGACY ACCOUNT SPECIFIC RULES	34
In-Service Withdrawal from Your QSIP Account	34
In-Service Withdrawal from Your Embarq RSP Account	35
In-Service Withdrawal from Your Centel Plan Account	35
8. DISTRIBUTIONS	36
Distribution Rules for Vested Plan Account Balances of \$1,000 or Less	
Distribution Rules for Vested Plan Account Balances Greater Than \$1,000 But Not More Than \$7,000	
Distribution Rules for Vested Plan Account Balances of More Than \$7,000	
Mandatory Distributions Upon Attainment of Your Required Beginning Date	36
Manner of Payment	
Applying for Distributions	37
Form of Payment for Distributions	37
Direct Rollovers	37
Taxation of Roth Contribution Account and In-Plan Roth Conversion Account Withdrawals	37
Other Tax Considerations	38
9. QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)	39
10. LOANS	
Loan Policy	
Maximum Number of Loans and Maximum Loan Amount	
Source of Funds for the Loan	
Loan Interest Rate	
Repayment Period	
Failure to Make a Loan Payment	
What Happens to Your Loan if You Take a Leave of Absence	

What Happens to Your Loan if You Go On Military Leave	41
Termination of Employment and Loan Repayment	42
How to Apply for a Loan	
Applying for a Residential Loan	42
Fees	42
Loan Prepayment	
Timing and Loan Processing	43
No Loan Refinancing and No Renegotiation of Loan Terms	43
Additional Information	
11. WHAT HAPPENS TO YOUR PLAN ACCOUNT IF YOU DIE?	
Who Is Your Designated Beneficiary?	
How To Designate Your Beneficiary or Change An Existing Beneficiary Designation	
On-Line Beneficiary Designations	
Payment Following Participant's Death After Termination of Employment	
Timing of Payment to Beneficiary After Participant's Death	
What Happens to Your Plan Account If You Die Without Having A Designated Beneficiary?	
12. CLAIMS FOR BENEFITS	
Application Process	
Adverse Benefit Determination	
Request for Review of Adverse Benefit Determination	
Decision on Review of an Adverse Benefit Determination	
Deadline to File a Civil Suit: Legal Remedy; Where You Must File a Lawsuit	
Deadline for Claims Involving Certain Transactions	
13. IMPORTANT LEGAL INFORMATION ABOUT THE PLAN	
Plan Amendment or Termination	
Plan Administrative Expenses/Fees and Investment Related Expenses	
Circumstances That May Affect Your Plan Account	
Account Statement	
No Employment Contract	51
Anti Assignment	52
Top-Heavy	
Invalid Provisions	52
Errors or Mistakes; Authority to Recover Overpayments	
Your ERISA Rights	52
Keep Your Home Address Up-To-Date	53
14. FEDERAL INCOME TAX EFFECT OF PARTICIPANT CONTRIBUTIONS, COMPANY CONTRIBUT	
AND WITHDRAWALS UNDER PRESENT LAW	55
15. GLOSSARY	57
	60
EMPLOYEES AND COMPANY MATCHING CONTRIBUTIONS FOR GROUP A PARTICIPANTS	
APPENDIX B	66
EMPLOYEES AND COMPANY MATCHING CONTRIBUTIONS for GROUP B PARTICIPANTS	
	67
EMPLOYEES AND COMPANY MATCHING CONTRIBUTIONS for GROUP C PARTICIPANTS	
APPENDIX D	68

EMPLOYEES AND COMPANY MATCHING CONTRIBUTIONS for GROUP D PARTICIPANTS (LEGACY EMBARQ EMPLOYEES)	
APPENDIX E PARTICIPANT CONTRIBUTIONS AND COMPANY CONTRIBUTIONS FOR GROUP E PARTICIPANTS (LEGACY CENTEL EMPLOYEES)	77
APPENDIX F EMPLOYEES AND COMPANY MATCHING CONTRIBUTIONS FOR GROUP F PARTICIPANTS (LEGAD QWEST OCCUPATIONAL EMPLOYEES) Matching Contribution Formula For Participants Represented by CWA Local 7203Z	CY <b>82</b>
APPENDIX G COMPANY MATCHING CONTRIBUTION FORMULAS UNDER THE Lumen 401(k) Savings Plan THAT APPLY IN THE MATCHING CONTRIBUTION FORMULAS FOR THE DIFFERENT PARTICIPANT GROU AS REFERENCED IN APPENDICES A THROUGH F	JPS
APPENDIX H INVESTMENT OPTIONS	
APPENDIX I AUTOMATIC ENROLLMENT EFFECTIVE DATE FOR COVERED UNION EMPLOYEES WHO ARE AUTOMATIC ENROLLEES	

## **1.INTRODUCTION**

Lumen maintains the Lumen 401(k) Savings Plan (the "Plan") to benefit eligible Employees of Lumen and other Participating Companies (individually or jointly, the "Company"). This summary plan description, referred to as the "SPD," explains the main provisions and features of the Plan in effect on January 1, 2024. Please read this SPD carefully. It is important that you understand the Plan requirements and the benefits it can provide.

This SPD is a summary of the Lumen 401(k) Savings Plan document as amended and restated as of October 15, 2020. This most recent plan document restatement reflects the following changes to the Plan.

- Effective September 14, 2020, the Lumen brand was launched and this Plan's name has been changed to the Lumen 401(k) Savings Plan, it was previously named the CenturyLink Dollars & Sense 401(k) Savings Plan.
- Effective September 1, 2020, the CenturyLink Union 401(k) Plan was merged into the CenturyLink Dollars & Sense 401(k) which was later renamed to be the Lumen 401(k) Savings Plan as explained above. Subsequently that same year, the Streamroot 401(k) Plan as merged into the Plan as well.
- The incorporation of previously adopted Plan amendments that incorporate legal and operational changes made by the Company.

The SPD does not and cannot modify the terms of the Plan document. This means that, in the event of inconsistencies between the SPD and the Plan document, the Plan document will control. Any capitalized term used but not defined in this SPD has the same meaning as in the Plan document.

This SPD provides Plan information that is specific to eligible Employees of the Company who are represented for collective bargaining purposes by a labor organization within the meaning of the Labor Management Relations Act. There is a separate SPD that provides Plan information that is specific to non-represented employees.

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

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

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

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

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

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

- Do not share your Plan Account access information or passwords with anyone not even family.
- Do not write down your Plan Account access information or passwords. But, if you have to write them down, do not store them in a location that is easily accessible by others or on your computer in a location that can be easily hacked.
- Change your passwords from time to time.
- Periodically monitor your Plan Account and, if you notice something amiss with your Account, immediately contact the Participant Contact Center (see page 4 for contact information).

## Lumen's Right to Use Your Social Security Number for Participant Contact Administration of Plan Benefits.

Lumen and the Committee retain the right to use your Social Security Number for Plan benefit administration purposes, including but not limited to, 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.

## 2. THE PARTIES RESPONSIBLE FOR THE PLAN AND ITS OPERATIONS

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

## **Plan Sponsor**

#### Lumen

The Plan Sponsor is Lumen Technologies, Inc., referred to throughout this SPD as Lumen. The address and phone number of Lumen is:

Lumen 100 CenturyLink Drive Monroe, LA 71203

Phone Number: 318.388.9000

#### **Employer Identification Number or EIN**

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

#### **Participating Company**

A "Participating Company" is any employer that is related to Lumen and that has elected to allow its employees to participate in the Plan. You may make a written request to the Committee to find out whether or not a particular entity is a Participating Company. Written requests should be sent to the Participant Contact Center (see page 4 for contact information).

#### Company

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

#### **Plan Administrator**

The Plan Administrator is the Lumen Employee Benefits Committee. The Committee and its designated delegates oversee daily administration and keep the Plan's records. The Committee 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 daily operations. The decisions of the Plan Administrator, and any other person or group to whom the Plan Administrator has delegated its authority and discretion, will be conclusive and binding on all persons. References in this SPD to the Plan Administrator include any delegates.

#### 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 4 for information about the investment fiduciary and page 52 for information about Plan amendment authority.)

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

You may contact the Committee at:

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

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

#### **Principal Financial Group**

The Committee has appointed Principal Financial Group as the Plan's third party administrator and recordkeeper to assist the Committee in carrying out its duties and responsibilities with respect to the Plan. For example, Principal Financial Group has been delegated certain authority by the Committee to accept enrollments, contribution designations and changes, investment directions, beneficiary designations, and requests for distributions, loans, etc. from Participants. It also reviews first level claims in the Plan's claims process.

#### **Participant Contact Center**

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

Principal Financial Group 711 High Street Des Moines IA 50392 Phone Number 800-547-7754 Website: <u>principal.com</u>

#### **Accessing Your Plan Account**

Active employees only - To access your Account go to lumen.com/401k.

All Plan participants, including retirees and terminated employees may access Account information at principal.com.

#### Investment Fiduciary - CenturyLink Investment Management Company

The CenturyLink Investment Management Company, or 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 corporation that is a subsidiary of Lumen. CIM is located at 931 14th Street, 12th Floor, Denver, CO 80202.

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

#### **Investment Manager**

An "Investment Manager" is a firm to which CIM has delegated the authority to manage the investment of a portion of Plan assets. You can find information about the Investment Managers for the Plan investment funds on the Fund Fact Sheets. You can view or request a copy of the Fund Fact Sheets by calling the Lumen Benefits Line at 800.729.7526 or Participant Contact Center at 800-547-7754, or signing on to the Lumen Intranet or principal.com. This information is subject to change at any time without advance notice. For current information, contact the Participant Contact Center (for phone number and website, see above).

### Self-Directed Brokerage Account

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

## **Trust Fund and Trustee**

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

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

You may contact the Trustee at:

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

Phone number: 312.557.3540

## Agent for Service of Legal Process

In the event you ever feel it necessary to take legal action against the Plan, "service of legal process" may be made upon the CT Corporation System, 100 CenturyLink Drive, Monroe, LA 71203. Service of legal process also may be served on the Trustee or the Committee at their addresses indicated on pages 4 and 5 of this SPD.

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

#### Where You Can File A Lawsuit Against the Plan

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

## **Collective Bargaining Agreement**

Your benefits under this Plan are maintained in accordance with the collective bargaining agreement that applies to your employment with Lumen. You can view the collective bargaining agreement that applies to your group of employees on the Lumen Intranet home page by clicking the HR Link and then under the Human Resources section click on Labor Relations.

## **3. PARTICIPATING IN THE PLAN**

## **Covered Employees**

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

- You are a full-time Employee who is employed by the Company.
- You are a part-time Employee who is employed by the Company. You are a part-time employee if you are regularly scheduled to work fewer than 30 hours each week.

As of September 1, 2020, the term "Covered Employees' includes both Covered Non-represented Employees and Covered Employees who are represented by a labor union. Please be aware that this version of the SPD only applies to Represented Employees. Another version the Plan's SPD provides terms that are specific to Non-represented Employees.

## Ineligible Employees

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

- You are a Represented Employee, and the collective bargaining agreement governing the terms of your employment does not provide for your participation in the Plan.
- You are employed by the Company in a temporary or seasonal employment category as defined by the Company in its sole discretion.

**Note:** If you are a temporary or seasonal employee who had an account balance in the Qwest Savings & Investment Plan (the "QSIP"), that QSIP Account has been transferred to this Plan. As a temporary or seasonal employee, you can continue to direct the investment of your Plan Account and request distributions, withdrawals and loans from your Account, but on and after April 1, 2012, you cannot make any contributions into your Account unless your employment category changes so that you become a Covered Employee or, if you are covered by a collective bargaining agreement, the governing collective bargaining agreement permits you to be eligible to make contributions to the Plan.

**Also Note:** If you are a temporary employee or intern who had an account balance in the SAVVIS, Inc. 401(k) Plan (the "Savvis Plan"), that Savvis Plan Account has been transferred to this Plan. You can continue to direct the investment of your Plan Account and request distributions, withdrawals and loans from your Account, but on and after January 1, 2013, you cannot make any contributions into your Account unless your employment category changes so that you become a Covered Employee.

**Note:** If you are a temporary employee or intern who had an Account balance in the Level 3 Communications, Inc. 401(k) Plan (the "Level 3 Plan"), your Level 3 Plan Account has been transferred to this Plan as of 11:59 p.m., Central Time, December 31, 2017. You can continue to direct the investment of your Plan Account and request distributions, withdrawals and loans from your Account, but on and after January 1, 2018, you cannot make any contributions into your Plan Account unless your employment category changes so that you become a Covered Employee.

- You are a Leased Employee. A "Leased Employee" is any person who performs services for the Company under the Company's primary direction or control, pursuant to an agreement between the Company and a leasing organization.
- You are a nonresident alien who receives no earned income from a source within the United States.
- You are an independent contractor.
- You are employed by an entity that does not participate in the Plan as a Participating Company.
- You are a Project Based Employee. A "Project Based Employee" is an Employee who, on or after May 23, 2016, (a) is categorized in the Company's payroll system as a "project based employee," (b) is hired by the Company for a known period that is projected not to exceed an aggregate of 24 months, whether or not the months are consecutive, and (c) is employed by the Company to perform services pursuant to a specific contract, which is between the Company and an external customer of the Company and which contains an assessed "completed by" date.

## **Participating Groups of Covered Employees**

While all Covered Employees who elect to participate in the Plan can make Pre-Tax Contributions, Roth Contributions and After-Tax Contributions, the Plan covers both Represented and Non-represented employees and it provides different benefits to different groups of Represented Covered Employees based on the Plan benefits negotiated under the applicable collective bargaining agreement. (See page 6 for information on where to find your collective bargaining agreement.)

Below is a list of the current groups of union represented Covered Employees eligible to participate in the Plan:

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

## When Your Plan Participation Commences

A Covered Employee who meets the Plan's applicable eligibility requirements is known as a "Participant."

If you are a Covered Employee, and your collective bargaining agreement provides for automatic enrollment into the Plan (unless you opt out), then you are eligible to participate in the Plan and become a "Participant" following 30 calendar days of employment with the Company if you are an actively employed Covered Employee on that day. The list of union groups that provide for automatic enrollment can be found in Appendix I to the Plan document which is included on page 92 of this SPD.

If you are a Covered Employee who is not in a group that is automatically enrolled into the Plan, then you are eligible to participate in the Plan and become a "Participant" as soon as administratively practicable following the date of your employment or reemployment by the Company as a Covered Employee.

Once you are a Participant, you can make Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions (individually or together, "Employee Contributions") to the extent permitted under your collective bargaining agreement, and receive allocations of Company Matching Contributions. (See page 16 for information on where you can find your collective bargaining agreement). A Participant who is currently making Employee Contributions to the Plan may be referred to as an "active Participant" or as actively participating in the Plan.

Also, once you are a Participant, you should designate a beneficiary who will receive your Account balance in the event of your death before your Account has been fully paid to you. See Section 11: What Happens To Your Plan Account If You Die beginning on page 46 for more information about designating a beneficiary.

## Making Employee Contributions

If you are not in a group that is eligible to be automatically enrolled then you must make a contribution election through the Participant Contact Center or on-line. Contact information for the Participant Contact Center can be found on page 4. The list of local unions who have authorized automatic enrollment can be found in Appendix I on page 92 which will be updated and revised from time to time.

If you are a new Participant in a local union that has authorized automatic enrollment (See Appendix I page 92), you will be automatically enrolled to contribute 3% of your Compensation, which is paid to you on each of your regularly scheduled payroll date, as Pre-Tax Contributions. Your automatic Pre-Tax Contributions will start with the first or second paycheck issued to you after your Plan entry date, unless you elect otherwise. These automatic Pre-Tax Contributions will be matched (see page 13 for information about the Company Matching Contributions).

#### How to Opt Out of Automatic Employee Contributions

If you do not wish to have the automatic employee contributions apply to you, or if you wish to contribute a different percentage of your Compensation to the Plan (including zero percent (0%,)), or if you wish to make Roth Contributions and/or After-Tax Contributions instead of, or in addition to, Pre-Tax Contributions, you must change your contribution election during the first 30 days following your date of hire and instead make a voluntary contribution election. To take one of these actions, you need to make a new contribution election through the Participant Contact Center or on-line. Contact information for the Participant Contact Center can be found on page 4.

If you make your opt out election within 30 days from your hire date, no automatic employee contributions will be taken out of your Compensation. If you make an employee contribution election change after the end of this 30-day opt out period, contributions may have been deducted from your paychecks and deposited into the Plan. These amounts generally are required to be held in the Plan until you have a distribution event (see Section 8: Distributions beginning on page 38). However, under an exception to this general rule, you may be able to obtain a refund of automatic employee contributions if you file a request for refund within 90 days after the date the first automatic deferral is deducted from your paycheck (for more information, see Request for Return of Automatic Employee Contributions within the First 90 Days of Deposit on page 33).

You can always change your contributions to the Plan by making a new contribution election. But, if you know that you do not want to contribute to the Plan when you are hired, you will want to make an employee contribution election electing zero percent (0%). This way, you will avoid the deduction from your paychecks of any unwanted automatic contributions.

#### Automatic Annual Increase in Pre-Tax Contributions.

If you are member of a local union that has authorized automatic enrollment then you are also covered under the Plan's automatic increase provisions, unless you opt out. See Appendix I on page 92 to see if your local union group has authorized automatic enrollment and auto increase. Being in this group means that your employee contribution election will be increased automatically by 1% on each April 1st after you have been participating in the automatic employee contribution feature for at least 6 months until your Pre-Tax Contribution reaches 15% of your eligible Compensation. This is meant to help you increase your savings toward your retirement goals. You can stop this automatic escalation or otherwise change or increase your employee contribution election at any time. To take one of these actions, you need to make a new contribution election through the Participant Contact Center or on-line. Contact information for the Participant Contact Center can be found on page 4.

#### **EXAMPLE - AUTOMATIC ANNUAL INCREASE IN PRE-TAX CONTRIBUTIONS**

Assume you are a new Participant in 2024 with an auto enrollment date prior to October 1, 2024, and you have been automatically enrolled in the Plan. In this case, your automatic Pre-Tax Contribution for 2024 will be 3% of your Compensation. Then, assuming you have not made any changes to your contribution election and were auto enrolled for at least 6 months:

- as of April 1, 2025, your automatic employee contribution will be increased to 4% of your Compensation,
- as of April 1, 2026, your automatic employee contribution will be increased to 5% of your Compensation, and
- as of April 1, 2027, your automatic employee contribution will be increased to 6% of your Compensation.

After April 1, 2027, your employee contributions will be automatically increased annually until your employee contributions are increased to 15% unless you affirmatively elect to change your employee contributions.

The automatic annual increase of your Pre-Tax Contributions (described above) continues to apply only as long as you do not make any changes to your contribution election. If, after you have been automatically enrolled in the Plan (as described above), you access your Plan Account to change your contribution rate or to change the type of contributions to be made (for example, you want to make Roth contributions), your Pre-Tax Contributions will no longer be automatically increased each year.

#### **EXAMPLE - WHEN THE AUTOMATIC ANNUAL INCREASE CEASES**

Assume you are automatically enrolled in 2024 as described above at the 3% Pre-Tax Contribution level. Assume that in August 2024 you elect to change your contribution to 5%. Because you affirmatively changed your contribution election, your Employee Contributions will not change as of April 1, 2025 – it will not be decreased or increased – it will remain 5% unless and until you voluntarily elect to change your savings percentage.

The following enrollment options are available to automatically enrolled Participants and to those who have signed on and made affirmative elections to participate in the Plan.

#### **Other Automatic Contribution Alternatives**

If you like the convenience of the automatic annual increase, you can still have your contributions increase automatically through one or more of the following voluntary programs:

#### **Voluntary Automatic Increase Option**

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

#### **EXAMPLE - VOLUNTARY AUTOMATIC INCREASE OPTION**

Assume you are automatically enrolled in 2023 at the 3% Pre-Tax Contribution level. Assume in August 2024 you elect to change your contribution to 4% of your Compensation and, at that time, you also elect the voluntary automatic increase option and elect to increase your Employee Contribution percentage by 1% each year, until your contribution rate is 20%. As a result of this election, as of April 1, 2025, your Employee Contribution will be increased automatically by 1%, from 4% to 5%. As of April 1, 2026, and each year after that, your Employee Contribution will be increased automatically by 1%, from 4% to 5%. As of April 1, 2026, and each year after that, your Employee Contribution will be increased automatically by 1%, for the year. At this point, there will be no further annual automatic increases in your contribution percentage; your annual contribution percentage will remain at 20%, unless you make another election to change it.

#### **Election to Make Roth Contributions and After-Tax Contributions**

You must affirmatively elect to make (or change) Roth Contributions and/or After-Tax Contributions. See "Employee Contribution Election Changes" on page 16 for information about how to elect to make, and change, your Employee Contributions.

The Compensation from which you can make Employee Contributions is described in "Matching Contributions" on page 16.

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

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

(2) A second election for Employee Contributions made from your compensation paid at irregular intervals ("Bonus Compensation")

How you make Employee Contributions from your regular payroll period Compensation is described above.

#### Separate Election Required To Make Employee Contributions From Bonus Compensation

If you want to make Employee Contributions from your Bonus Compensation, you will need to make a separate election to defer receipt of a portion of your Bonus Compensation that otherwise would be paid to you, and that amount will be deducted from your Bonus Compensation at the time it otherwise is scheduled to be paid and will be deposited with the Plan on your behalf. As part of your election to defer your Bonus Compensation, you will designate whether some or all of the Employee Contributions to be deducted from your Bonus Compensation will be made as Pre-Tax Contributions, After-Tax Contributions and/or Roth Contributions. Your election to make Employee Contributions from your Bonus Compensation must be made in whole percentages of Bonus Compensation.

**Note:** Your election to make Employee Contributions out of your Bonus Compensation operates completely separate from your election to make Employee Contributions from your Compensation that is paid to you on regularly scheduled payroll dates. In other words, a change in your election with regard to Employee Contributions deducted from your Compensation, which is paid each regularly scheduled payroll period, will not impact or affect your election with regard to Employee Contributions from your Bonus Compensation.

## **Eligibility for Company Matching Contributions**

To encourage you to save for your retirement, the Company makes Matching Contributions to the Plan. Subject to the terms of your collective bargaining agreement, you are eligible to receive Matching Contributions for each pay period you make Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions (in any combination), and on the Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions (in any

combination) that you make from your Bonus Compensation. (See page 18 for more information on where you can find you collective bargaining agreement.) Unless otherwise provided for in your collective bargaining agreement, Catch-Up Contributions are not matched by the Company unless they are later re-characterized as regular Pre-Tax Contributions and/or Roth Contributions as explained in the "Catch-Up Contributions" section. See Matching Contributions on page 16 for the amount of Matching Contributions that the Company will make.

#### **Planning Consideration**

Don't leave any money on the table! Be sure to check your specific collective bargaining agreement to find out what level of Employee Contributions allows you to receive the maximum Company Matching Contribution. (See page 15 for information on where you can find your collective bargaining agreement.)

## **Ceasing Active Participation**

Your right to make current Employee Contributions to the Plan (that is, your active participation in the Plan) ends on the earlier of (i) the date on which you terminate employment with the Company or (ii) the date on which you transfer to a position in which you would not be a Covered Employee who is eligible to participate in the Plan (for example, such as when you transfer to work in a foreign subsidiary of the Company).

Once you terminate employment with the Company or transfer to a category of employee that is ineligible to actively participate in the Plan (that is, you no longer are eligible to make Employee Contributions to the Plan), a record of the change in your active participation / employment status is sent to the Participant Contact Center updates your contribution rate for all Employee Contribution types to zero percent (0%) and notifies the Company's payroll department. The Company's payroll department then updates your payroll records to reflect the zero percent (0%) contribution rate. As a result, if you receive Compensation or Bonus Compensation after your active participation status changes and after your zero percent (0%) contribution rate is entered on the Company's payroll system, contributions will not be deducted from any compensation you receive after that date.

Although you are no longer able to actively participate in the Plan upon your termination from employment with the Company or upon your transfer to a position in which you would not be a Covered Employee, you still remain a Participant in the Plan. As a result, your Plan Account continues to be held in the Plan and you should continue to direct the investment of your Plan Account (see Section 6: Investment of Your Plan Account) until you become eligible to elect to receive a distribution from your Account (see Section 8: Distributions for a description of when you are able to ask for distribution of your Plan Account).

## Active Participation upon Rehire or Transfer into the Plan

You once again will be able to actively participate in the Plan and make Employee Contributions upon your rehire by the Company or Transfer into the Plan as a Covered Employee (see page 7). If you are a member of a local that has authorized automatic enrollment then you will be enrolled to automatically contribute 3% of your Compensation as Pre-Tax Contributions as soon as administratively practicable after your rehire date (see Making Employee Contributions on page 8) if you have previously met the Plan's eligibility requirements.

## **4. PLAN ACCOUNTS AND CONTRIBUTIONS**

## **Plan Accounts**

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

- Pre-Tax Accounts
- Roth Accounts
- After Tax Accounts

- Match Accounts
- Rollover Accounts
- Roth Rollover Accounts

 ESOP Accounts (closed to new contributions and investments, see More Information about the Lumen

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

## **Pre-Tax Contributions**

Pre-Tax Contributions are the portion of your Compensation that you elect to contribute to the Plan before you pay income tax on it. Any investment gain on your Pre-Tax Contributions accumulates on a tax-deferred basis. This can be a powerful factor in helping you save for your retirement. Your savings in the Plan may grow faster than if invested outside the Plan because the principal and earnings are not taxed until they are distributed. Although Pre-Tax Contributions are not subject to income tax until distribution, they are subject to Social Security taxes. Pre-Tax Contributions are matched by the Company, subject to the applicable collective bargaining agreement (see page 16 for information about the Company's Matching Contributions). (See page 6 for information on where to find your collective bargaining agreement.)

## **Roth Contributions**

Roth Contributions are the portion of your Compensation that you elect to contribute to the Plan after you have paid income tax on it. Any investment gain on your Roth Contributions accumulates on a tax deferred basis. However, unlike regular After-Tax Contributions, when you take a qualified distribution you are not taxed on either the Roth Contributions or any investment gain on those contributions. Roth Contributions are matched by the Company, subject to the applicable collective bargaining agreement (see page 16 for information about the Company's Matching Contributions). (See page 6 for information on where to find your collective bargaining agreement.)

## After Tax Contributions

After-Tax Contributions are the portion of your Compensation that you elect to contribute to the Plan after you have paid income tax on it. Any investment gain on your After-Tax Contributions accumulates on a tax deferred basis. At distribution, your after tax savings in the Plan are taxed only on the portion that is investment gain (if any). Because your contributions are made on an after-tax basis, they are not taxed when distributed to you. After-Tax Contributions may be matched by the Company, subject to the applicable collective bargaining agreement (see page 16 for information about the Company's Matching Contributions). (See page 6 for information on where to find your collective bargaining agreement.)

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

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

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

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

In addition, a Participant's Pre-Tax Contributions and Roth Contributions are limited each year by Federal tax laws. The maximum annual Pre-Tax Contributions and Roth Contributions you can make to the Plan and any other 401(k) or 403(b) plans, combined, is limited to \$23,000 for the 2024 calendar year. After 2024, this maximum amount may be increased based on the cost of living adjustment, if any, made by the federal

government. The Committee may have to further limit the maximum amount you are allowed to contribute in order for the Plan to satisfy certain requirements under the federal pension laws. You will be notified in this event.

#### What Happens If You Contribute More Than The Maximum Annual Deferral Limit to the Plan?

Your Pre-Tax Contributions and Roth Contributions that exceed the maximum annual deferral limit are subject to double taxation unless the excess contributions are timely returned to you. Lumen will automatically discontinue your Pre-Tax Contributions and your Roth Contributions to the Plan if your contributions to the Plan reach the maximum annual deferral limit (\$23,000 for 2024) in a calendar year.

#### If Excess Deferrals Are Due to Your Contributions to Other 401(k) or 403(b) Plans

If you have contributed to other 401(k) or 403(b) plans during the year in addition to making contributions to the Plan, it is your responsibility to monitor the total annual amount of your contributions to all of these plans to ensure you do not contribute more than the maximum annual deferral limit in effect for that year. As you approach the maximum annual deferral limit, you should act to stop your Pre-Tax Contributions and Roth Contributions to the Plan before you exceed the annual limit, for when taking your contributions to those other plans into account.

#### **Requesting a Refund of Excess Deferrals**

If, during any year, you have made contributions to the Plan and other 401(k) or 403(b) plans that, when combined, exceed the maximum annual deferral limit ("excess deferrals"), and you did not stop your Employee Contributions in time to avoid these excess deferrals, you must remove the excess deferral amount from one or more of these plans. To have excess deferrals returned to you from the Plan, you must submit a request to the Participant Contact Center before March 1 following the calendar year in which your contributions exceed the maximum annual deferral limit. If you have any questions about these rules, please contact the Participant Contact Center at the phone number listed on page 4 of this SPD.

## **Catch Up Contributions**

If you are age 50 or older in a Plan Year, you may make an additional Pre-Tax Contribution and/or Roth Contribution that exceeds the Plan's annual contribution percentage limit (80%) or the maximum annual deferral limit (\$23,000 for 2024) described above. This is known as a "Catch Up Contribution." For 2024, you can make a Catch-Up Contribution of up to an additional \$7,500. After 2024, the annual Catch Up Contribution limitation may be increased by the federal government, based on the cost of living adjustment, if any, made by the federal government. However, in order to be eligible to make a Catch-Up Contribution, you must attain the maximum annual deferral limit in your Pre-Tax Contribution and/or Roth Contribution Account, so if you would like to make a Catch-Up Contribution, be certain to plan your Employee Contributions accordingly.

#### **EXAMPLE - DETERMINING THE AMOUNT OF CATCH-UP CONTRIBUTIONS**

Assume you made a Pre-Tax Contribution and a Catch-Up Contribution election in January 2024, but you underestimated the contribution amount to your Pre-Tax Contribution Account so that by December, you have only contributed \$16,000 to that account but you have contributed \$7,500 to your Catch-Up Contribution Account. So that your Pre-Tax Contribution Account has met the maximum annual deferral limit (for 2024, \$23,000), which is necessary in order for you to make Catch-Up Contributions, the Plan Administrator will re-characterize some of the contributions made to your Catch-Up Contribution Account to your Pre-Tax Contribution Account. In this example, that means, \$7,000 will be re-characterized from your Catch-Up Contribution Account to your Pre-Tax Contribution Account. The amounts re-characterized into the Pre-Tax Contribution Account will be eligible for a Company Matching Contribution, in accordance with Plan terms. However, because of this miscalculation, you missed the opportunity to contribution Account for the year's total applicable maximum annual deferral limit of \$30,500. Instead, as a result of your miscalculation, your Catch-Up Contribution Account will be credited with only \$500 for the year.

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

## **Rollover Contributions**

A Covered Employee can make a Rollover Contribution to the Plan on any date on which he is a Covered Employee, even if he has not yet satisfied the eligibility requirements to become a Participant (see, Section 3: Participating in the Plan on page 7). A former Employee who is a vested Account Owner may make a Rollover Contribution in accordance with procedures approved by the Committee. As a result, if you are a Covered Employee or a former Employee who is a vested Account Owner, you may deposit into the Plan an eligible rollover you received directly from another "eligible retirement plan."

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

An eligible retirement plan includes tax qualified plans such as 401(k), profit sharing and pension plans. An eligible retirement plan also includes a Code Section 403(b) plan and a Section 457(b) plan maintained by a governmental entity (but not a tax-exempt entity). An IRA for eligible Rollover Contribution purposes includes a traditional IRA but not a Coverdell Education Savings Account. Rollovers of Roth money contributed to a tax-qualified plan are eligible to roll over into the Plan.

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

To initiate a Rollover Contribution into the Plan, contact the Participant Contact Center at the phone number or website listed on page 4. Before you elect to make a Rollover Contribution to the Plan, you should consult with a qualified tax advisor to make sure you have a clear understanding of the rules imposed on rollovers. **Note:** Once deposited in the Plan, any rollover contribution amount is subject to the provisions of the Plan.

Rollover Contributions are not eligible for Company Matching Contributions.

## **In-Plan Roth Conversions**

You may irrevocably elect to convert all or a portion of your Pre-Tax Contributions, After-Tax Contributions, vested Matching Contributions and/or Rollover Contributions into after-tax Roth Contributions without withdrawing the converted amounts from the Plan ("In-Plan Roth Conversion"), with any converted amounts moved to an In-Plan Roth Conversion Account. Converted pre-tax amounts will be reported to the Internal Revenue Service as taxable income for the year you make an election and you will be liable for income taxes for any converted pre-tax amounts in the year of conversation. As with a regular Roth Contribution, your In-Plan Roth Conversion Account is not subject to tax when you take a distribution from your Account if it is a qualified distribution. A "qualified distribution" is a distribution that occurs (i) after you have completed a 5-taxable-year period, which begins with the first day of the first taxable year in which each of your In-Plan Roth Contribution is made in a Plan Year and ends when five consecutive taxable years have been completed, and (ii) due to death, disability (as defined in the Internal Revenue Code) or attainment of age 59½. There is a separate five-year holding period for each In-Plan Roth Conversion made in any Plan Year. You may make multiple In-Plan Roth Conversions during a Plan Year and/or different Plan Years, provided you are

a participant at the date of the conversion election. To make an In-Plan Roth Conversion, you must contact Principal at 800-547-7754 to process the conversion and to answer any In-Plan Roth Conversion questions.

## **Employee Contribution Election Changes**

Generally, your elections as to the whole percentage of your Compensation and/or your Bonus Compensation to be made to the Plan as Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, and/or Catch-Up Contributions remain in effect from year to year. At any time, you may prospectively increase, decrease or stop the amount of your Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, and/or Catch-Up Contributions by making a contribution change election through the Participant Contact Center (see page 4 for its phone number and website). Your Employee Contribution election (or change of your election) will become effective on the first day of the first payroll period occurring as soon as administratively practicable following the Plan's receipt of your contribution election, subject to the administrative rules adopted by the Committee in its sole discretion. If multiple changes are made in one day, the last change of the day made by 3:00 p.m. Central Time will be accepted until any subsequent changes are made to your contribution percent. Generally, this means that any changes or subsequent changes to your contribution percentage will take effect within two pay periods, depending on when you make the change.

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

## **Matching Contributions**

If you are a Covered Employee, meet the Plan's eligibility requirements and elect to make Pre-Tax Contributions and/or Roth Contributions, the Company will make Matching Contributions to your Plan Account.

Matching Contributions will be made each payroll period based on the Employee Contributions deducted from your Compensation for that payroll period. Matching Contributions for Employee Contributions deducted from your Bonus Compensation will be made at the time the payment of the Bonus Compensation is regularly scheduled to be made. **Note:** Unless otherwise provided in your collective bargaining agreement, Matching Contributions are not made on amounts that are contributed as Catch Up Contributions, unless those contributions are later re-characterized as regular Pre-Tax Contributions and/or Roth Contributions as explained in "Catch Up Contributions" on page 14. After-Tax Contributions may be matched by the Company, subject to the applicable collective bargaining agreement (see page 16 for information about the Company's Matching Contributions). (See page 6 for information on where to find your collective bargaining agreement.)

#### **Amount of Matching Contributions**

Please refer to your collective bargaining agreement to find out what is the Company's Matching Contribution that applies to you (see page 6 for information on where to find your collective bargaining agreement) or contact the Participant Contact Center at the phone number or website listed on page 4. Appendices A through F to this SPD contain summaries of the Matching Contribution formulas for the different groups of Covered Employees eligible to participate in the Plan (see page 8 for a description of these Participant Groups) as follows:

Appendix A	Employees and Company Matching Contributions for Group A Participants	
Appendix B	Employees and Company Matching Contributions for Group B Participants	
Appendix C	Employees and Company Matching Contributions for Group C Participants	

Appendix D	Employees and Company Matching Contributions for Group D Participants (Legacy Embarq Employees)
Appendix EParticipant Contributions and Company Contributions for Group (Legacy Centel Employees)	
Appendix F	Employees and Company Matching Contributions for Group F Participants (Legacy Qwest Occupation Employees)

#### **Planning Consideration**

Don't leave any money on the table! Check your specific collective bargaining agreement to see what level of Employee Contributions allows you to receive the maximum Company Matching Contribution. For example, under several collective bargaining agreements, a Covered Employee would need to defer 6% of eligible Compensation each pay period of the year to receive the maximum Company Matching Contribution for that year. Depending on your retirement savings goal, you also may want to consider contributing more than 6% of your eligible Compensation. You should consult with your personal financial advisor or utilize the retirement planning tools available through the Participant Contact Center (see page 4 for contact information) to determine how much you should contribute to help you toward your retirement savings goal.

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

Matching Contributions will not be made on amounts that are contributed as Catch Up Contributions, unless they are later re-characterized as regular Pre-Tax Contributions and/or Roth Contributions as explained in "Catch Up Contributions" on page 14.

## **Compensation Used for Plan Contributions**

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

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

Compensation does not include any:

Overtime (except for Group B Participants, as described above);

- Shift differentials;
- Personal vehicle reimbursements;
- · Compensation received from a nonqualified deferred compensation plan;
- Other premium pay including awards associated with any type of Employee suggestion plan or special community service project;
- Payments received from redeployment plans;
- · Non-taxable short-term disability benefits paid under a Company-sponsored disability plan;
- Differentials based on geographic location;
- Pay in lieu of unused vacation;
- · Workers' compensation payments;
- · Foreign service premiums, differentials, or housing allowances;
- · Moving and relocation expenses, including, but not limited to relocation pay and bonuses;
- Amounts realized from the exercise of nonqualified stock options and amounts realized from the sale, exchange or other disposition of stock acquired under incentive stock options;
- Severance payments under any severance plan or severance bonus payment (other than amounts under a Companysponsored bonus plan) and amounts paid in connection with the settlement of a claim or release;
- · Amounts paid in connection with health and welfare benefits, including, but not limited to life insurance allowances;
- Amounts received from any tax qualified plan or a plan intended by the Company to constitute a qualified plan;
- Amounts earned while the Bargaining Employee is not a Covered Employee or a Bargaining Employee;
- Amounts received by a Participant who is on military leave of absence that was approved by the Company with which the Participant is employed, and which the Company does not treat as subject to federal income tax withholding; and
- Amounts paid in connection with a contract ratification bonus.

#### **Maximum Amount of Annual Compensation For Plan Purposes**

For all purposes of the Plan, including the calculation of contributions, the total amount of your Compensation that will be taken into account for purposes of the Plan cannot exceed \$345,000 for the Plan Year beginning on January 1, 2024. This amount may be changed by the federal government in following years to adjust for cost of living changes. **Note:** Compensation, for Plan purposes, will only include amounts you receive while you are eligible to participate in the Plan.

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

Special rules apply for Participants who give notice of their impending "qualified military service" and return from military leave within the time provided by law protecting U.S. military veteran reemployment rights. "Qualified military service" means any service in the uniformed services (as defined in Chapter 43 of Title 38, United States Code).

As a returning veteran from performing qualified military service, you would be entitled to make-up any Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, and Catch-Up Contributions that you could have made if your employment had continued with the Company during your period of qualified military service. These make-up contributions must be made before the earlier of (a) the fifth anniversary of your reemployment by the Company or (b) the last day of a period equal to three times your period of qualified military leave.

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

If you are a veteran returning from qualified military leave and wish to make up your contributions to the Plan, contact the Participant Contact Center (phone number and other contact information on page 4 of this SPD).

## **5. VESTING**

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

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

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

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

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

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

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

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

Years of Service	Vesting Percentage
less than 3	0%
3 or more	100%

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

Also, a Group B Participant will become 100% vested in any Matching Contributions allocated to his Plan Accounts upon a "change of control" involving Lumen.

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

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

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

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

In addition, a Group D Participant who was a Participant on the date specified in his appropriate collective bargaining agreement and who has a termination of employment on or after that date will become 100% vested in any Company contributions allocated to his Account with respect to any Plan Year before the date specified in the collective bargaining agreement on the last day of the second Plan Year following the Plan Year for which the Company Contributions were made if he is an Employee at that time. Please refer to your collective bargaining agreement for applicability to you and for more information. (See page 6 for information on where to find your collective bargaining agreement.)

## Vesting Schedule for Group E Participants

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

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

Regardless of a Group E Participant's years of service, a Group E Participant immediately will become 100% vested in any Company contributions allocated to his Account if the Participant (a) completes 5 one year periods of service or (b) attains age 65 while employed by the Company.

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

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

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

Years of Service	Vesting Percentage
less than 1	0%
1 or more	100%

Prior to January 1, 2009, Group F participants were under a 3-Year Cliff Vesting Schedule.

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

severance program or in accordance with the Company's practices with respect to technological displacement or layoff.

## **Disability Defined**

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

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

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

If you transfer from a Non-Represented position to a Represented position the portion of your Account that is attributable to your Non-Represented employment period will continue to vest under the vesting schedule that is applicable to that money type.

Any Company contributions credited to your Plan Account after your transfer will vest in accordance with the terms of the collective bargaining agreement to which you are subject. Refer to your collective bargaining agreement for the specific vesting rules applicable to you. (See page 6 for information on where to find your collective bargaining agreement.)

## **Forfeiture of Unvested Amounts**

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

## **Restoration of Forfeited Amounts**

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

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

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

You also may elect to pay back any unmatched pre tax contributions, after-tax contributions and rollover contributions, plus the earnings that were distributed to you. However, these amounts will count against the

annual additions limit for the Plan Year in which such amounts are repaid unless they are contributed in the form of a rollover contribution.

## **Service Crediting Rules**

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

## **6. INVESTMENT OF YOUR PLAN ACCOUNT**

## Introduction

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

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

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

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

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

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

## **Target Date Funds**

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

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

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

The Target Date Funds provide a simple, one-step diversified investment choice for saving for retirement. If you choose the Target Date Fund geared to when you will attain age 65, the Target Date Fund is invested primarily in stocks when you are early in your career and retirement is far in the future, and then, as your portfolio grows and you become older, the fund will diversify into more bonds and other complementary investments. The asset allocation of the Fund targeting your retirement date will change annually as you grow older. The asset allocation may continue to be adjusted after the target retirement date is reached. The Target Date Funds reach their final asset allocation approximately eight (8) years after the retirement date in the target date fund name and then merge into the Retirement Fund. The Retirement Fund is a diversified portfolio with a fixed asset allocation.

The Conservative Retirement Fund, which is another target date fund, provides a professionally managed investment solution with a fixed asset allocation that seeks investment return by taking less risk than the Retirement Fund. You must affirmatively elect to invest in this fund.

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

## Core Funds – Building Your Own Portfolio

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

#### **Passively-Managed Core Funds**

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

#### **Actively-Managed Core Funds**

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

#### **Available Fund Investment Options**

The investment fund options available as of January 1, 2024 under the Plan are listed in Appendix A to this SPD, but they are subject to change over time. Because the Appendix A information may not be the most upto-date, check the Participant Contact Center website for the most current information. You may access the most recent Fund Fact Sheets on the Participant Contact Center website. Among other information, the Fund Fact Sheets describe any trading restrictions or other restrictions that may apply to that specific investment fund and the annual estimated cost of the fund. You should read each Fund Fact Sheet before deciding to invest some or all of your Plan Account in any particular fund. You can view or request a copy of the current Fund Fact Sheets by calling the Participant Contact Center (see page 4 for its contact information).

## Self Directed Brokerage Account

If you are comfortable researching, constructing and managing your own investment portfolio, you may wish to invest some or all of your Plan Account through the Plan's self-directed brokerage account. This self-directed brokerage account, the Personal Choice Retirement Account<sup>®</sup> (the "PCRA"), is made available to you through Schwab & Company, Inc. ("Schwab") (see page 5 for contact information). The PCRA is an investment option if you want more flexibility to actively manage the investment of your Plan Account because it allows you to choose your investments from a broad range of investments including mutual funds, exchange-traded funds (ETFs), and individual stocks and bonds. Schwab maintains the PCRA and offers access to a wide range of investment choices, including no-load and load mutual funds from many well-known mutual fund families, most common stocks listed on major U.S. exchanges, including over-the-counter stocks, and bonds and other fixed-income investments. Schwab handles all transactions within the PCRA.

If you decide to invest your Plan Account through the PCRA, you can request that Schwab to send you a fund prospectus or company annual report for any of the investments in which you are interested in investing. The fund prospectus contains important information about a fund, including fees and expenses. Please read the prospectus carefully before investing. Unlike the other investment options available under the Plan, the

investments available through the PCRA have not been and will not be reviewed or monitored by CIM or the Committee as Plan Administrator.

Before enrolling in the PCRA you should review all the PCRA information available to you including the Schwab One Account Agreement. The terms of participating in the PCRA may change from time to time. Please be sure to read all the most recent materials and information made available to you.

The following are some important PCRA terms and conditions:

- 1. The PCRA offers access to a broad universe of investment options that are not selected, monitored, evaluated or reviewed by Lumen, the Employee Benefits Committee (EBC), CenturyLink Investment Management Company (CIM), Northern Trust, Principal Financial Group or any fiduciary. In contrast, the Plan's core funds and target date funds (TDFs) offer a broad array of choices and were selected by CIM, the Investment Fiduciary. The PCRA might not be appropriate for many participants' retirement savings; and investments through the PCRA are generally retail investments, which might have higher fees, expenses and transaction costs than the Plan's core funds and TDFs. Accordingly, the PCRA generally requires more research and analysis than is needed for investment in the Plan's core funds and TDFs. We encourage you to consult an investment adviser before investing through the PCRA. Unlike the other investment options available under the Plan, the investments available through the PCRA have not been and will not be reviewed or monitored by CIM or the Committee as Plan Administrator.
- 2. As with the other Plan investments, investments available in the PCRA may lose value. All investments under the Plan are participant-directed. This means that you are responsible for determining how your Plan account will be invested.
- 3. The Plan is intended to constitute a plan described in Section 404(c) of the Employee. Retirement Income Security Act of 1974 (known as "ERISA") and 29 C.F.R. § 2550.404c-1. Lumen and the Plan fiduciaries (including the EBC and CIM), Northern Trust and Principal Financial Group are not liable for losses that are the direct result of your investment instructions or the Plan's default investment. None of Lumen, the Plan fiduciaries, Northern Trust or Principal Financial Group have any responsibility for selecting or monitoring the investment options available through the PCRA.
- 4. Lumen, EBC, CIM, Northern Trust and Principal Financial Group are held harmless from and indemnified against any of the following:
  - Losses from investments in your PCRA
  - · Losses associated with your failure to complete instructions in proper form
  - Untimely receipt of original written instructions (unless untimely receipt results solely from their negligence)
- 5. You are required to transfer assets from your PCRA to your core Plan account to ensure that you have sufficient assets in your core Plan account to meet your Plan obligations such as paying the Plan administrative fees. If you fail to transfer assets on request, Principal Financial Group may liquidate sufficient PCRA investments and/or transfer assets from your PCRA to your core Plan account on your behalf, based upon a hierarchy that has been established by the Plan. A \$25.00 Schwab representative assisted trade fee will be charged if the Recordkeeper has to initiate liquidation.
- 6. Transfers to and from your PCRA may result in assets that are "out of the market" or not invested for a certain period to allow for processing. Transfers to your PCRA may require two (2) business days and transfers from your PCRA may take up to two (2) business days.
- Purchases and sales in your PCRA are placed through Schwab and subject to Schwab's commissions and transaction fees (in addition to expense ratios and other fund fees). Contact Schwab directly at <u>schwab.com</u> or 1-888-393-PCRA (7272) for more information about commissions and transaction fees in your PCRA.
- 8. As detailed in the Schwab One Account Agreement, disputes related to your PCRA that cannot be resolved informally must be settled through binding arbitration (rather than going to court). To the extent that any of Lumen the EBC, CIM or any of their affiliates are named as parties to a dispute involving Schwab that is subject to arbitration under the Schwab One Account Agreement, the entire dispute must be settled through binding arbitration, in accordance with the procedures set forth in the Schwab One Account Agreement. By agreeing to arbitration, you give up the right to resolve all or any part of such disputes in court, including the right to a jury trial (if applicable) or a class action lawsuit, except to the extent a waiver would violate applicable law.

By participating in the PCRA, you acknowledge and agree to the following:

- · You have read, understood and agreed to the terms of participation in the PCRA
- You have read and understood all PCRA information available to you and assume responsibility for reviewing future changes to terms and conditions
- You are responsible for determining how your Plan account will be invested and understand that PCRA investments may lose value

The Trustee and recordkeeper handle all transfer requests between your investments in the Target Date Funds and/or core funds and the PCRA. Transfer requests to and from the PCRA are processed pro-rata by money source. Therefore, if you hold Pre-Tax Contributions, After-Tax Contributions and/or Matching Contributions in your PCRA Account, a transfer from your PCRA Account to core funds will include all three money types on a pro-rata basis. For example, if you want to transfer 99% of your After-Tax Account balance from your PCRA Account to one or more core funds, you will need to transfer 99% of your Pre-Tax Account and Match Account balances as well. There is a separate Roth PCRA Account available, and transfers to and from your Roth PCRA Account will include only Roth money types. A transfer from your Roth PCRA Account to core will include all Roth Money types on a pro-rata basis. For example, if you want to core you will need to transfer 99% of your Pre-Tax Account to core will include all Roth Money types on a pro-rata basis. For example, if you want to core you will need to transfer 99% of your PCRA Account to core will include all Roth Money types on a pro-rata basis. For example, if you want to transfer 99% of your Employee Roth Account balance from your PCRA Account to core you will need to transfer 99% of your Prior Roth Account balance from your PCRA Account to core you will need to transfer 99% of your Prior Roth Account balance as well.

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

#### **PCRA Fees**

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

#### **PCRA Restrictions**

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

## The Importance of Diversifying Your Retirement Savings

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

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

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

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

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

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

#### A Special Note about the Lumen Stock Fund

Because the Lumen Stock Fund is an undiversified single stock investment, it should be considered a highrisk investment. You should carefully evaluate the appropriateness of continuing to hold the Lumen Stock Fund as a part of your investment portfolio under the Plan considering your particular situation and the overall diversification of your investment portfolio. Because stocks can be considered riskier than other types of investment, you should carefully consider the percent of your savings invested in stocks. It is important to point out that holding a significant amount of Company stock could be risky. Depending on the amount you have invested in the Lumen Stock Fund, your portfolio may be too heavily concentrated in not only one asset class, but also one company.

All of the investment options under the Plan are available to you if you decide to diversify out of the Lumen Stock Fund (see page 30 for more information on restrictions and conditions of Plan investments in the Lumen Stock Fund).

## **Assistance For Your Investment Decisions**

Lumen, CIM and the Committee cannot offer investment advice. However, this SPD, in conjunction with the quarterly Fund Fact Sheets (available on the Lumen internet or through the Participant Contact Center (see page 4 for contact information), contains information pertinent to each investment vehicle available under the Plan. The information in Appendix A and in the Fund Fact Sheets generally includes the objectives of each investment option, describes the fund and the investment management fees involved, any trading restrictions, degree of risk and, where available, historic investment returns.

#### Target My Retirement® Powered By Morningstar Investment Management LLC

To determine a strategy that's right for you, you are encouraged to research the investments available under the Plan or to seek advice from your personal financial advisor. If you do not have a personal financial advisor, the Plan offers Target My Retirement to deliver personalized retirement planning and advice. With just a few key pieces of data about you, you'll receive recommendations for which investment options you should choose, how much you should be saving now, when you'll likely be able to retire, when you should take Social Security benefits and more. Target My Retirement includes both an ongoing managed account service and pointin-time advice. You can decide whether you let Morningstar Investment Management manage the ongoing investments with a managed account or you can manage them yourself using point-in-time advice.

Target My Retirement contribution rate and investment recommendations are customized based on your information and are limited to investment options available in the Plan, excluding Target Date Funds and the Lumen Stock Fund.

CIM has hired Morningstar Investment Management to deliver these advisory services through Target My Retirement. Morningstar Investment Management is a registered investment advisor and a wholly owned subsidiary of Morningstar, Inc., neither of which is an affiliate of Principal. With respect to the point-in-time advice, Morningstar acts as co-fiduciary within the meaning of section 3(21)(A)(ii) of ERISA because you choose whether to accept the advice. With respect to managed account service, Morningstar acts as an ongoing investment manager within the meaning of section 3(38) of ERISA.

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

To find out more about Target My Retirement<sup>®</sup>, visit <u>Principal.com</u> or contact Participant Contact Center (see page 4 for its phone number and website).

#### Point-in-time advice

There is no fee charge to use advice from Target My Retirement. You'll receive point-in-time recommendations that must be accepted by you before implementation. You are encouraged to provide as much information as possible so that the advice best matches your unique circumstance. You should periodically revisit information used to develop a customized solution as your situation may change.

#### Managed account service

With the Target My Retirement managed account, Morningstar Investment Management provides ongoing management of your investments with full discretion. This service incorporates your latest information and rebalances your investments periodically back to target. Like the advice option, you are encouraged to incorporate as much of your information as possible and periodically revisit your information.

The managed account service charges an additional recurring fee for the ongoing active management of your Plan Account. The annual fee for using this program is currently 0.21%. The fee is charged to your Account monthly based on the average daily balance of your Account during the prior quarter. For example, a \$100,000 account would pay \$210 per year (\$17.50 a month) for this service. Assets invested through Target My Retirement are also subject to fees and expenses charged by the underlying investment options.

## Who is Responsible for Participant Investment Decisions

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

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

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

## **Your Participant Investment Directions**

You control and direct the investment of your Account among the Plan's available investment vehicles. You may change your investment election at any time, subject to certain daily processing deadlines and any individual fund trading restrictions (for example, the restrictions listed for the International Stock Index Fund and the Active International Stock Fund in Appendix A). You may change the investment of your future contributions in whole 1% increments. By separate election you may change the investment allocation of your existing balance, also in 1% increments. Two investment elections are necessary to be made for your contributions, one for your Roth Contributions and another investment election for your Pre-Tax Contributions, After-Tax Contributions and Matching Contributions. The investment elections may be allocated to the same investment fund or funds but is elected separately. If an Investment election is not elected, your Employee Contributions and Matching Contributions will be automatically invested 100% in a Target Date Fund based on your date of birth and anticipated retirement at age 65. Investment elections can be made by contacting the Participant Contact Center at the phone number or website listed on page 4.

You can transfer all or a portion of your existing Account balance as often as once any day the New York Stock Exchange and the Participant Contact Center are open for business. If you make more than one election or transaction in the same day, the last transaction of the day will apply and any transaction earlier in the day will be ignored. Please contact the Participant Contact Center for more information (see page 4 for contact information). **Note:** Sales and purchases of the investment funds may be delayed in the event of extraordinary circumstances such as heavy trading volume. For example, the New York Stock Exchange may impose "circuit breakers" to temporarily suspend trading in certain situations, in which case, your trade(s) likely will be delayed.

#### **Confirmation of Your Investment Directions**

You will receive a written confirmation of your investment directions either by electronic notice, or if you elect, by mail. Generally, you will receive a confirmation within 5 to 7 business days. If you fail to receive a confirmation within this timeframe, contact the Participant Contact Center (see page 4 for contact information) as soon as possible.

#### Timing

In general, instructions received and completed before 3 p.m. Central Time, will be processed the same business day.

Instructions received and completed after 3 p.m. Central Time, will be processed the next business day. You may cancel a pending transaction if you do so before 3 p.m. Central Time on the day the transaction will process. Transactions may be canceled by contacting the Participant Contact Center (see page 4 for its phone number and website).

#### **Default Investments**

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

If you were born:	Normal Retirement Date:	Your default Target Date Fund will be:
1/1/1998 or later	1/1/2063 or later	2065 Target Date Fund
1/1/1993 -12/31/1997	1/1/2058 – 12/31/2062	2060 Target Date Fund
1/1/1988 - 12/31/1992	1/1/2053 – 12/31/2057	2055 Target Date Fund
1/1/1983 – 12/31/1987	1/1/2048 – 12/31/2052	2050 Target Date Fund
1/1/1978 – 12/31/1982	1/1/2043 – 12/31/2047	2045 Target Date Fund
1/1/1973 – 12/31/1977	1/1/2038 – 12/31/2042	2040 Target Date Fund
1/1/1968 – 12/31/1972	1/1/2033 – 12/31/2037	2035 Target Date Fund
1/1/1963 – 12/31/1967	1/1/2028 – 12/31/2032	2030 Target Date Fund
1/1/1958 – 12/31/1962	1/1/2023 – 12/31/2027	2025 Target Date Fund
1/1/1953 – 12/31/1957	1/1/2018 – 12/31/2023	2020 Target Date Fund
1/1/1948 – 12/31/1952	1/1/2013 – 12/31/2017	2015 Target Date Fund
12/31/1947 – or earlier	12/31/2012 – or earlier	Retirement Fund

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

## More Information about the Lumen Stock Fund

#### Lumen Stock Fund Closed to New Investments

The Lumen Stock Fund is closed to new Participant directed investments including contributions, loan payments or transfers into the Fund.

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

#### Loan Repayments Are NOT Reinvested in the Lumen Stock Fund.

If you take a loan from the Plan including from your investment in the Lumen Stock Fund, you have cashed out that amount from this investment and your loan repayments will not be invested in the Lumen Stock Fund.

#### Dividends

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

#### Investment Manager and Independent Fiduciary of the Lumen Stock Fund

CIM has selected State Street Global Advisors Trust Company as the investment manager and independent fiduciary for the Lumen Stock Fund. Additional information regarding Lumen. may be found at Lumen Investor Relations website, which can be found at ir.Lumen.com.

#### Voting Units of the Lumen Stock Fund

Your Plan Account does not hold actual shares of the common stock of Lumen ("Lumen Shares"). Instead, the Stock Fund is unitized, meaning you hold shares or units in the fund. You have the right to direct the voting of your units in the Lumen Stock Fund. Before each annual or special meeting of shareholders of Lumen you will be sent a copy of the proxy solicitation materials for the meeting, including a form to instruct the Trustee on how to vote the Lumen Shares that are represented by the Lumen Stock Fund units credited to your Account. The Trustee will vote the Lumen Shares as instructed. The Trustee will vote any Lumen Shares for which it does not receive voting instructions in the same proportion as it votes Lumen Shares for which it does receive instructions unless it is imprudent to do so.

#### Confidentiality

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

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

#### **Dividends on Lumen Shares**

All Participants who have a portion of their Plan Account balance in the Lumen Stock Fund may elect to have any dividends on their holdings of Lumen Shares paid to them in cash. If you do not elect to have your dividend

paid to you in cash, it will be reinvested in the Lumen Stock Fund. You must have a balance in the Lumen Stock Fund on the ex-dividend date in order to be eligible to receive a dividend.

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

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

This election is made through the Participant Contact Center (see page 4 for contact information).

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

You may obtain additional information about the investment funds available in the Plan from the Participant Contact Center (see page 4 for contact information). The Participant Contact Center can send you Fund Fact Sheets for the Target Date Funds and the core funds. These Fund Fact Sheets are updated quarterly and can provide you with investment information about your Plan Account.

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

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

Please address any questions you have regarding available information to the Participant Contact Center at the phone number listed on page 4 of this SPD.

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

## 7. IN-SERVICE WITHDRAWALS

The Plan is designed to help you save for retirement and, as a result, Lumen employees generally are prohibited from obtaining a distribution from the Lumen 401(k) Savings Plan while they are actively employed by Lumen or one of its subsidiaries or affiliates. However, as described in this Section, there are certain instances when employees may obtain an in-service withdrawal from the vested portion of their Plan Account. An in-service withdrawal may be subject to the additional 10% tax on "early distributions" (for more information about the taxation of in-service withdrawals, see Potential Tax Consequences of In-Service Withdrawals on page 36 and Section 14: Federal Income Tax Effect Of Participant Contributions, Company Contributions and Withdrawals under Present Law beginning on page 58).

#### Important Information If You Transfer Employment Domestically or Internationally

Your transfer of employment to another Lumen location inside or outside of the U.S. does not qualify as a termination in service or a break in active employment if you remain on a Lumen entity payroll. As a result, if you are a Lumen employee who transfers among Lumen entities within the U.S. or transfers out of the U.S. to a Lumen overseas location, you remain a Participant in the Plan (but you are no longer allowed to actively participate and make Employee Contributions) and you are not eligible for a distribution from the Plan until you subsequently leave employment with Lumen and its subsidiaries and affiliates or meet one of the special exceptions allowing for an in-service withdrawal as explained below.

## **GENERAL RULES**

# Request for Return of Automatic Employee Contributions within the First 90 Days of Deposit

If you join the Company as a member of a local union that has authorized automatic enrollment (See Appendix I page 92 for the list of these groups) and you did not timely elect out of the automatic enrollment feature of the Plan within the first 30 days of your employment with the Company which has resulted in a portion of your Compensation being automatically contributed into the Plan as Pre-Tax Contributions, you may request a refund of these contributions, adjusted for any investment gains or losses to the date of distribution. This refund will be paid to you in a single lump sum payment.

To receive a refund of these contributions, adjusted for any investment gains or losses to the date of distribution, you must take the following steps:

- You must change your Pre-Tax Contribution election to 0%. To do so, contact the Participant Contact Center at the phone number or website listed on page 4 of this SPD.
- Within 90 calendar days of the first paycheck from which amounts were withheld from your pay, you must make a verbal request for the return of amounts withheld from your Compensation. To do so, contact the Participant Contact Center at the phone number listed on page 4 of this SPD.

Please note that, if you request a refund of these contributions, adjusted for any investment gains or losses to the date of distribution, you will forfeit any Company Matching Contributions (and any related earnings) that may have been allocated to your Plan Account with respect to this refunded amount.

### In-Service Withdrawal At or After Age 591/2

At any time at or after you attain age 59½, even if you are employed by the Company, you may elect to withdraw all or any part of your vested Account balance.

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

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

- Rollover Contributions, including Roth Rollover Account;
- Roth Contributions (Prior Roth and Roth Rollover only);
- After-Tax Contributions;
- Contributions in your TRASOP Account; and
- Contributions in your Centel ESOP Account.

## Loan Security; Collateral

Outstanding loan(s) are used as collateral and only "investable" balance is available for a withdrawal.

## Hardship Withdrawal

If you incur a serious financial hardship while you are employed by Lumen, you may withdraw all or any portion of your Pre-Tax Account, Roth Account, After-Tax Account, and Rollover Account. The amount of your hardship distribution will be withdrawn from all of these accounts on a pro rata basis. Earnings credited after January 1, 1989 cannot be withdrawn as part of a hardship withdrawal. Also, Company Matching Contributions and related earnings allocated to your Plan Account during the year of the hardship withdrawal and the prior two Plan Years cannot be withdrawn as part of a hardship withdrawal.

**Note:** Federal tax law is specific about who is a "dependent" for purposes of the hardship withdrawal rules. Please consult your personal tax advisor to determine who your dependent is under the federal tax laws. You may not request a hardship withdrawal for more than the amount of the financial need plus taxes you will pay on the amount withdrawn. A financial need must be demonstrated in accordance with the terms of the Plan. Before you will be considered eligible to take a hardship withdrawal, you must apply for a loan from the Plan and exhaust all other withdrawal possibilities under the Plan. Other conditions and restrictions also may apply.

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

- Expenses for (or necessary to obtain) medical care for you, your Spouse or your dependents or expenses necessary for these persons to obtain medical care.
- · Costs directly related to the purchase of your principal residence (excluding mortgage payments).
- Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of postsecondary education for you, your Spouse, your children or your dependents.
- Payments necessary to prevent your eviction from, or mortgage foreclosure of, your principal residence.
- Payments for burial or funeral expenses for your deceased parent, Spouse, children or dependents.
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Code Section 165.
- Expenses and losses (including loss of income) incurred by you on account of a disaster declared by the Federal Emergency Management Agency (FEMA), provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

In some cases, Participants who meet certain criteria will be permitted to request and receive a hardship withdrawal from their vested Account for any financial need resulting from a serious natural disaster and some of the other of the hardship withdrawal requirements may be suspended. If you take a hardship withdrawal, you should retain the paperwork and documentation used to demonstrate the financial need for the withdrawal as this is subject to audit by the Internal Revenue Service.

## In-Service Withdrawal While on Military Leave

If you are on military leave in order to perform "qualified military service," you may elect to withdraw all or any portion of your vested Plan Account (including all or any portion of your Pre-Tax Account, Roth Account, After-Tax Account, and Rollover Account). "Qualified Military Service" means any service in the uniformed services (as defined in Chapter 43 of Title 38, United States Code).

You may not contribute to the Plan (or receive a Company Matching Contribution) for six months following any military leave withdrawal. At the end of the six month contribution suspension period, if you are still employed with Lumen you will be automatically re-enrolled in the Plan at the same rate before the suspension.

## Applying for In-Service Withdrawals

You must apply for an in-service withdrawal. To make an in-service withdrawal application, contact the Participant Contact Center (see page 4 for contact information). Requests for withdrawals are processed as soon as administratively practicable after the date you request an in-service withdrawal and provide all requested information.

## Form of Payment for In-Service Withdrawals

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

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

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

### **Potential Tax Consequences of In-Service Withdrawals**

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

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

For more information, see Other Tax Considerations on page 39 and Section 14: Federal Income Tax Effect Of Participant Contributions, Company Contributions and Withdrawals under Present Law beginning on page 58.

## LEGACY ACCOUNT SPECIFIC RULES

### In-Service Withdrawal from Your QSIP Account

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

#### Partial Withdrawal from QSIP Account

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

 Your partial withdrawal will be taken in equal portions ("pro rata") from the following subaccounts of your QSIP Account (to the extent those amounts may be withdrawn): unmatched After-Tax Contributions and corresponding earnings, if any; Rollover Account and corresponding earnings, if any; and, if the following contributions have been in the Plan for at least the two Plan Years preceding the year of withdrawal: matched After-Tax contributions, vested Matching Contributions and vested ESOP contributions and corresponding earnings on these three, if any. Note: Unvested Matching Contributions may not be withdrawn.

#### **Regular Full Withdrawal from QSIP Account**

You may withdraw funds from your QSIP Account at any time while you are employed. You may withdraw the entire amount from the following portions of your QSIP Account: After-Tax contributions and corresponding earnings, if any; Rollover contributions and corresponding earnings, if any; and, if the following contributions have been in the Plan for at least the two Plan Years preceding the year of withdrawal, vested Matching Contributions and vested ESOP contributions and corresponding earnings on both, if any.

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

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

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

- Your withdrawal will be taken in equal portions ("pro rata") from the following subaccounts of your Embarq RSP Account (to the extent those amounts may be withdrawn): After-Tax contributions and corresponding earnings, if any; Rollover Account and corresponding earnings, if any; and vested Matching Contributions and corresponding earnings, if any, that have been in the Plan for at least the two Plan Years preceding the year of withdrawal.
- The portion of your Embarq RSP Account attributable to pre-tax contributions may only be withdrawn while you are employed if you are at least age 59<sup>1</sup>/<sub>2</sub>.

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

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

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

• The portion of your Centel Plan Account attributable to pre-tax contributions may only be withdrawn while you are employed if you are at least age 591/2.

## 8. DISTRIBUTIONS

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

**Note: If You are Rehired or Working as a Contractor.** Before any former employee, including a retiree, can be rehired by the Company as an employee or retained by the Company as a contractor (even through a supplier), there is a required 6-month "sit-out" period if the person has received a distribution from the Plan or a Company-sponsored pension plan. This "sit-out period" is required by Company policy which complies with IRS guidance in order to maintain the tax qualification of the Company's retirement plans, including the Plan. If you have questions regarding this Company policy, please contact your Human Resources Business Partner.

## Distribution Rules for Vested Plan Account Balances of \$1,000 or Less

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

## Distribution Rules for Vested Plan Account Balances Greater Than \$1,000 But Not More Than \$7,000

If, at the time you terminate employment with the Company (or any later time), your vested Account balance is greater than \$1,000 but not more than \$7,000, you will have 60 calendar days to make an election to receive a distribution paid directly to you or to rollover the vested Account balance to an IRA of your choice. Distributions will be made as soon as administratively practicable after they are requested. You may request a distribution by contacting the Participant Contact Center at the phone number or website listed on page 4 of this SPD.

If you do not make an election within 60 calendar days, your vested Account balance will be automatically rolled over to an IRA established on your behalf. Your consent for this rollover distribution is not required. The IRA provider chosen by the Plan is Millenium Trust Company, Fifth Third Bank, 5050 Kingsley Drive, Cincinnati, OH 45263. Millenium Trust Company's phone number is 630-368-5614 and the website is <u>mtrustcompany.com</u>.

## Distribution Rules for Vested Plan Account Balances of More Than \$7,000

If you terminate employment with the Company and your vested Account balance is greater than \$7,000, you may choose to either take distribution of your vested Account immediately or defer distribution until a later date (but not later than your "required beginning date" described in the next section below). Distributions will be made as soon as administratively practicable after they are requested. You may request a distribution by contacting the Participant Contact Center at the phone number or website listed on page 4 of this SPD.

## Mandatory Distributions Upon Attainment of Your Required Beginning Date

Unless you are still employed by the Company or an affiliate, you must begin receiving distributions by the April 1 following the calendar year in which you attain age 72 and terminate from the Company. Unless you will be attaining age 72 on or after January 1, 2023, and if so the required minimum distribution (RMD) age will increase from age 72 to 73.

If you attained age 70<sup>1</sup>/<sub>2</sub> prior to December 31, 2019 and have already started to receive required RMD payments, you must continue to receive requirement minimum payments.

Distribution of your vested Account must begin no later than your "required beginning date." Your required beginning date is the April 1 following the calendar year in which you attain age 73 or the date you retire,

if later. Unless you will be attaining age 72 on or after January 1, 2023, and if so the required minimum distribution (RMD) age will increase from age 72 to 73.

**Note:** The Plan and the federal tax laws impose rules on the minimum amount that must be paid (if payments are periodic) and limitations on the length of time over which you may receive your required minimum distributions. As a result, if you are receiving your distribution in installments and during the installment period you attain age 73, the Plan Administrator, in its sole discretion, may require an additional ad hoc payment each year as necessary to comply with the minimum distribution requirements of Code Section 401(a)(9) and the related Treasury Regulations.

## **Manner of Payment**

You may elect to receive your distribution in a single lump sum payment, partial payment, or in monthly, quarterly or annual installments, in accordance with policies established by the Committee. **Note:** When payments are made in installments, the maximum number of changes allowed to the payment amount, payment date or frequency is 4 changes in any rolling 12-month period.

## **Applying for Distributions**

You must apply for a distribution of your vested Plan Account in order to commence payment. To make a distribution application, contact the Participant Contact Center (see page 4 for contact information) and complete the appropriate paperwork. Requests for distributions are processed as soon as administratively practicable after the date you request a distribution and provide all requested information.

## Form of Payment for Distributions

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

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

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

## **Direct Rollovers**

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

Required minimum distributions from the Plan at or after age 73 cannot be rolled over to an IRA or other employer tax qualified plan.

# Taxation of Roth Contribution Account and In-Plan Roth Conversion Account Withdrawals

Withdrawals of contributions and earnings in your Roth Contribution Account and, if applicable, in your In-Plan Roth Conversation Account(s) are not taxed provided you receive such amounts in a "qualified distribution." A "qualified distribution" is generally a distribution of the amounts in your Roth Contribution Account and In-Plan Roth Conversation Account(s) where the Account has been held in the Plan for at least 5 years and the distribution is being made because of your disability or death, or after you have reached age 59½, even if you are still employed by the Company. (Note that the start of the 5-year period may be different for your

Roth Contribution Account and each In-Plan Roth Conversion Account. You should consult with a qualified tax advisor for more information.

## **Other Tax Considerations**

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

- If the amount being distributed is taxable, you will receive only 80% of the taxable payment because the Committee
  or its delegate is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be
  credited against your taxes. Applicable state taxes also may be withheld. This is not applicable to required minimum
  distributions, or a series of payments extending for 10 years or more, or payments being made over your life
  expectancy.
- The taxable portion of your payment will be taxed in the current year unless you roll it over to your IRA or another eligible retirement plan within 60 days of receiving the payment. You may be able to use special tax rules that could reduce the tax you owe. However, if you receive a payment before age 59½, you may also have to pay an additional 10% excise tax for early withdrawal and any applicable state excise tax.
- If you have an outstanding loan from the Plan at the time of your distribution, your Plan benefit will be offset by
  the amount of the outstanding loan balance. The offset amount is treated as a distribution to you at the time of the
  offset and will be taxed (including the 10% excise tax on early distributions, unless an exception applies) unless you
  complete a rollover in the amount of the loan offset to an IRA or other eligible retirement plan by the due date (including
  extensions) of your tax return due date for the year in which the loan offset (that is, the distribution) occurred.
- If you want to roll over 100% of the taxable portion of your payment to an IRA or an employer plan, you must make up the 20% that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and not rolled over.
- The above tax withholding rules do not apply to hardship withdrawals because hardship withdrawals are not eligible to be rolled over. Hardship withdrawals of taxable amounts are subject to income tax, and excise taxes for early withdrawal may apply.

You may contact the Participant Contact Center at the phone number or website listed on page 4 of this SPD for more information about the direct rollover rules. For more information about taxes, please see Section 14: Federal Income Tax Effect Of Participant Contributions, Company Contributions and Withdrawals under Present Law. In addition, please consult with a qualified tax advisor when deciding how and when to receive your Plan distribution.

#### Taxation of Roth Contribution Account Withdrawals.

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

## 9. QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

The Plan is designed to provide benefits solely for you and your designated beneficiaries in the event of your death before your vested Plan Account has been fully paid out. You cannot assign or pledge your Plan benefit to anyone else and no portion of your Account balance under the Plan can be made subject to the claim of any creditor. However, in connection with a divorce or support claim, a court may order that some or all of your vested Plan Account balance must be payable to your Spouse, ex-Spouse, child or other dependent.

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

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

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

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

## 10. LOANS

## Loan Policy

While the Plan is intended to provide you with income after your retirement, the Plan enables you to borrow from your own vested Plan Account to help meet short-term and immediate financial needs.

Loans are not considered in-service withdrawals or distributions and are not subject to federal, state or local income taxes, provided they are repaid in accordance with the terms of the related promissory note.

If you are interested in obtaining a loan from the Plan, you should request a copy of the Plan's loan policy by contacting the Participant Contact Center (see page 4 for its phone number and website).

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

## Maximum Number of Loans and Maximum Loan Amount

You may have no more than two (2) loans outstanding at any time. The outstanding balance of any loans transferred from another plan to the Plan counts against this loan number.

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

## Source of Funds for the Loan

Your vested Account balance provides the source of the funds for your loan from the Plan. The proceeds for the loan will be deducted on a hierarchy basis from all subaccounts. Within these loan source subaccounts, the proceeds for the loan will be taken pro-rata from each of the core investment funds in which your contribution sources are invested. Loan proceeds are not taken from amounts invested in the PCRA, so if you need a loan and do not have sufficient funds in core investments, you will first need to transfer money from the PCRA into core funds prior to filing your loan application.

## Loan Interest Rate

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

## **Repayment Period**

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

The term of the loan may not exceed 5 years and may not be for less than one year. However, if the loan is used to purchase your principal residence, the term of the loan may be up to a maximum of 15 years.

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

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

Remember: If you take a loan from the Plan, it will be deducted proportionately from all of your investments, including from your investment in the Lumen Stock Fund. Loan amounts deducted from the your investment in the Lumen Stock Fund are considered to have been cashed out from the Lumen Stock Fund and your loan repayments will not be reinvested in the Lumen Stock Fund.

Your loan repayments, including interest, will be credited back to your same subaccounts from which the loan proceeds were taken, but in accordance with your investment directions in effect at the time of the repayment.

## Failure to Make a Loan Payment

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

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

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

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

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

You may make payments while on an unpaid leave of absence by contacting the Participant Contact Center (see page 4 for its phone number and website).

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

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

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

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

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

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

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

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

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

Loan payments can be made by remitting a cashier check or money order payable to "Principal Financial Group Bank, N.A. for Lumen 401(k) Savings Plan FBO <Participant's name>" and mailed to Principal Financial Group, 711 High Street, Des Moines, IA 50392. If you have terminated employment and would like to set-up ongoing loan payments via ACH debit from your savings or checking account, contact the Principal Participant Contact (see page 4 for contact information).

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

## How to Apply for a Loan

You may have a maximum of two (2) loans outstanding at any time. To receive a loan from the Plan, you may apply online at <u>Principal.com</u> or by contacting the Participant Contact Center (see page 4 for its phone number and website). The Participant Contact Center will review the application to determine if it meets the requirements of the Plan, as described above.

## Applying for a Residential Loan

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

## Fees

Your Plan Account will be charged a one-time non-refundable loan application and maintenance fee per loan, which currently is \$50 (this fee is subject to change over time). The loan fee will be deducted from your Account proportionately between your investment funds. Please contact the Participant Contact Center for more details (see page 4 for its phone number and website).

## Loan Prepayment

You can repay the entire amount of the loan at any time, without penalty. If you would like to set-up a one-time ACH payment, contact Principal Financial Group. Loan payments can also be made by remitting a Cashier's Check or Money Order made payable to "Principal Financial Group for Lumen 401(k) Savings Plan FBO " <Participant's Name>", for the exact prepayment amount must be received at the address indicated by the Participant Contact Center by the prepayment date. The Participant Contact Center will advise you of your prepayment amount and prepayment date. You also may make a partial repayment of an outstanding loan balance as long as the repayment amount is the multiple of the per paycheck amount due on the loan. For example, assume you owe \$2,000 on your loan from the Plan and \$250 is deducted from each paycheck for loan repayments. You can prepay this loan in \$250 increments – for example, you could prepay \$750 or \$1,000. If you pay off your loan with an ACH payment, an 8 calendar-day loan payout delay is implemented before you can request a new loan.

## **Timing and Loan Processing**

In general, loan transactions completed before 3 p.m. Central Time will be processed the same business day. Loan transactions completed after 3 p.m. Central Time will be processed the next business day.

## No Loan Refinancing and No Renegotiation of Loan Terms

Outstanding loans may not be refinanced nor may the terms of an outstanding loan be renegotiated.

## **Additional Information**

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

To obtain additional information, you should contact the Participant Contact Center at the phone number or website listed on page 4 of this SPD.

## **11. WHAT HAPPENS TO YOUR PLAN ACCOUNT IF YOU DIE?**

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

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

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

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

For more information see What Happens to Your Plan Account If You Die Without Having A Designated Beneficiary on page 48.

### Who Is Your Designated Beneficiary?

#### Who Is Your Designated Beneficiary If You Are Married?

If you are married, your Spouse automatically is your sole primary designated beneficiary. If you wish to name someone in addition to, or in place of, your Spouse as your primary beneficiary, your Spouse must consent in writing to your naming of any other person as your beneficiary and your Spouse's signature must be made in the physical presence of a notary public who has an active commission or license. If none of your designated non-spouse beneficiaries survive you, your Plan Account balance will be paid to your surviving Spouse. If neither your Spouse nor your designated non-spouse beneficiaries survive you, your Plan Account If You Die Without Having A Designated Beneficiary on page 48).

If you are married, your Spouse automatically is your sole primary designated beneficiary. If you wish to name someone else as your primary beneficiary, your Spouse must give written consent, which must be signed in the physical presence of a notary public who has an active commission or license.

#### Who Is Your Designated Beneficiary If You Are Not Married?

If you are not married, you may name any one or more persons you choose to be your beneficiary. If none of your designated beneficiaries survive you, or if you have not named anyone as your beneficiary, your vested Plan Account balance will be paid to your estate (see What Happens to Your Plan Account If You Die Without Having A Designated Beneficiary on page 48).

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

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

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

- You must complete, sign and date a beneficiary designation, on a form that has been approved by the Plan Administrator, and indicate who is to be your designated beneficiary. You can obtain a beneficiary designation form by contacting the Participant Contact Center at the phone number or website listed on page 4 of this SPD.
- If you are married, your Spouse must sign the beneficiary designation form after you have completed, signed and dated the form. Your Spouse must sign the completed beneficiary designation form in the physical presence of a notary public who has an active commission or license. The notary will be the witness to confirm and verify that your Spouse has signed and dated the form, and the notary must sign and stamp the form with his/her notary seal. If you fail to obtain your Spouse's written consent on your beneficiary designation form or if your Spouse's signature has not been witnessed by a notary public who has an active commission or license, your beneficiary designation is invalid as long as you are married to that person.
- You must file the fully completed beneficiary designation form with the Plan. The beneficiary designation form includes
  instructions on where to file your completed beneficiary designation form. Your beneficiary designation is not effective
  unless and until it is received by the Plan.

## **On-Line Beneficiary Designations**

You can make, or change, your beneficiary designations directly on the Plan's website (see "Accessing Your Plan Account" on page 4). If, while completing your online beneficiary designation form, you do not identify your Spouse as your sole primary beneficiary then you will be required to complete a notarized spousal consent form within 21 days. The notary form can be downloaded from the website or you can call to request that it be sent to you. Once the notarized spousal consent form has been completed it, you may upload the form or you may mail it.

Your completed and filed Beneficiary Designation remains in effect until (1) you change it and, if you are married at that time, your Spouse gives written consent to that change and your Spouse's signature is witnessed by a notary public or (2) you become married, in which case your new Spouse automatically becomes your beneficiary unless and until you take steps to complete a new beneficiary designation and your new Spouse gives written consent to that change and your Spouse's signature is witnessed by a notary public.

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

You may make or change your beneficiary designation at any time, subject to your Spouse's written consent to that change and your Spouse's signature is made in the physical presence of a notary public who has an active commission or license, by contacting the Participant Contact Center at the phone number or website listed on page 4 of this SPD.

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

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

• First to your surviving Spouse, if you are married on your date of death and your Spouse did not give notarized written consent to your naming another beneficiary, then

- Second to your designated beneficiary(ies), provided that, if you are married on your date of death, your Spouse gave
  written consent to your naming of any non-Spouse beneficiary(ies) and your Spouse's signature was made in the
  physical presence of a notary public who has an active commission or license, then
- Third and last, to your estate, if your Spouse and/or designated beneficiaries do not survive you, or if you did not complete a valid beneficiary designation to which your Spouse had given written consent to your naming of any non-Spouse beneficiary(ies) and your Spouse's signature had been witnessed by a notary public.

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

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

If your surviving Spouse is your designated beneficiary, he or she may elect to receive a lump sum distribution, roll the Account to an IRA or other eligible retirement plan, or defer receiving a payment until you would have attained age 73. If your Spouse elects to delay distributions, your Spouse must begin to receive minimum distributions from the Plan at the time you would have attained age 73 had you survived.

If your designated beneficiary is not your Spouse, your beneficiary must receive a full distribution of your Account within five years of your death. Your beneficiary also may elect to receive payment over his or her life expectancy provided the election is made and payments begin by the end of the calendar year following the calendar year in which your death occurred. For example, if you die on March 15, 2024, payments would begin no later than December 31, 2025.

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

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

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

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

## **12. CLAIMS FOR BENEFITS**

## **Application Process**

The Plan has a claims procedure that you (or your beneficiary) must use (1) to apply for benefits from the Plan, (2) to enforce your rights under the terms of the Plan, or (3) to clarify your right to future benefits under the terms of the Plan. If you have a claim, it should be submitted in writing to the Participant Contact Center (see page 4 for contact information). Unless special circumstances exist, your application or claim will be processed when all necessary information is provided to the Participant Contact Center, including verification of your eligibility for a distribution. Your payment will be made as soon as administratively practicable after the processing date. In the event of a delay in your distribution, you should receive within 90 days of your claim for benefits either

• a notice of the decision or

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

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

## **Adverse Benefit Determination**

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

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

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

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

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

#### Where to Send the Request for Review.

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

Attention: Lumen Employee Benefits Committee c/o Lumen 214 E. 24th Street Vancouver, WA 98663.

### Decision on Review of an Adverse Benefit Determination

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

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

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

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

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

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

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

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

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

The Participant Contact Center will provide you with a confirmation of each of the following elections when that election is processed:

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

If you object to the correctness of the election transaction, you must notify the Participant Contact Center within 120 days of the date of the transaction in order to seek corrective action.

## **13. IMPORTANT LEGAL INFORMATION ABOUT THE PLAN**

#### **Official Plan Name**

The official name of the "Plan" is Lumen 401(k) Savings Plan.

#### **Plan Number or PN**

The "Plan Number" or "PN" assigned to the Plan by Lumen is 010.

#### Type of Plan

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

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

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

#### **Pension Benefit Guaranty Corporation**

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

#### **IRS Approval of the Plan**

The Plan is subject to the continuing approval of the Internal Revenue Service ("IRS"). If federal tax laws or IRS regulations change, Plan provisions may also change.

#### **Plan Year**

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

#### **Plan Amendment or Termination**

Lumen expects to continue the Plan indefinitely. Lumen reserves the right to amend or modify in whole or in part the Plan in its sole and absolute discretion, at any time for any reason, including changing, reducing or eliminating one or more of the Plan's contribution formulas. The Plan may be amended by the Board of Directors of Lumen It may also 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 of Lumen

Lumen also reserves the right to terminate the Plan at any time and each individual Participating Company has reserved the right to terminate participation in the Plan at any time. Also, the Lumen Plan Design Committee, with the consent of the Chairman of the Board of Directors of Lumen and approval of the Board of Directors, may terminate the Plan. If the Plan is terminated, in whole or in part, or in the event there is a complete discontinuance of a Participating Company's Matching Contributions to the Plan, the Participating Company's Matching Contributions will become non-forfeitable and fully vested. Payments after the Plan terminates or contributions permanently cease will be limited to the assets in the Plan's Trust Fund and will not require additional Company contributions to the Trust Fund.

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

## Plan Administrative Expenses/Fees and Investment Related Expenses

#### **Plan Administrative Expenses/Fees**

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

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

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

#### **Investment Management Expenses**

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

If you establish a PCRA, you will be responsible for any fees or expenses charged by Schwab and charged in connection with the buying or selling of investments, the establishment or maintenance of the PCRA. Currently, there is no additional fee to establish or maintain a PCRA Account. More information on the fees associated with the PCRA option is available on the Plan website or by calling the Participant Contact Center (see page 4 for its phone number).

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

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

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

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

Current information on investment management fees is available in the Annual Estimated Cost section of the Fund Fact Sheets, which are available through the Participant Contact Center (see page 4 for contact information), or in your quarterly statement provided by Principal Financial Group.

#### Participant Paid Transaction Fees

The Committee may approve charging of specific transaction fees directly to the Participant who requests the transaction. As an example, fees for loans or QDROs are paid by the Participant requesting the loan or QDRO. Information about these transactional fees is available through the Participant Contact Center (see page 4 for contact information).

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

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

- The investment results (such as losses) of the funds in which your Plan Account is invested may decrease the value of your Plan Account.
- Each year, the IRS requires Lumen to make sure that the Plan does not discriminate against lower-paid Employees. You will be notified if your Plan Account is affected.
- Currently, IRS rules state that beginning in 2024 the portion, if any, of your annual base pay above \$345,000, as adjusted annually by the federal government, may not be used to determine how much you may save in the Plan.
- Under federal law, there are certain limits on the amount of benefits you may receive from the Plan. Many, but not all, of these limits generally apply only to a small number of the most Highly Compensated Employees. You will be notified if you are affected.
- If you misrepresent or falsify any information required under the Plan you will not be permitted to benefit under the Plan from your own misrepresentation.
- Within the limits set by law, Lumen has the right to recoup any contributions made to your Account due to miscalculation or any other administrative mistake such as:
  - You are no longer in an eligible class of Participants.
  - The Plan is amended or terminated.
  - You have been overpaid a benefit and the Plan seeks restitution.
  - Your employment status changes (for example, you change your status from Non-Represented to Represented, you go on a leave of absence, you are suspended, etc.)
  - You wait more than one year to bring a lawsuit or proceeding and exceed the deadline set by the Plan. Refer to "Deadline by which to File a Civil Suit: Legal Remedy" in Section 12: Claims for Benefits.

## **Account Statement**

All activity regarding your Plan Account (such as contributions, distributions, and investment results) is shown on an Account statement. You can access an Account statement on the Participant Contact Center website for any time period in the last 24 months (see page 4 for its website link). You also can request that a hard copy of your Plan Account statements be mailed to you on a quarterly basis. **Note:** Unless you elect to receive paper confirmations and with the exception of certain transactions, you will receive electronic confirmations when you process most transactions in the Plan. Confirmation for withdrawals, address changes for terminated Participants, and loan defaults will be mailed to you. Confirmation may be in the form of an individual Participant Plan Account statement and/or an IRS Form 1099-R.

## **No Employment Contract**

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

## Anti Assignment

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

## **Top-Heavy**

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

### **Invalid Provisions**

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

### Errors or Mistakes; Authority to Recover Overpayments

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

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

### **Your ERISA Rights**

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

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

- Examine, without charge, at the Committee's office and at other specified locations, such as worksites, all documents governing the Plan, including, if applicable, insurance contracts, 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, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Committee or its delegate may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Committee or its delegate is required by law to furnish each Participant with a copy of this summary annual report.

Obtain a statement indicating the amounts credited to your Account under the Plan as of that statement date. This
statement must be requested in writing and is not required to be given more than once every 12 months. The Plan
must provide the statement free of charge.

#### **Prudent Actions by Plan Fiduciaries**

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

#### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request a copy of plan documents or the latest annual report (Form 5500) from the Committee and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Committee to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Committee. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court after you have exhausted the Plan's claims procedure (see Section 12: Claims for Benefits on page 49). In addition, if you disagree with the Plan's decision concerning the qualified status of a Domestic Relations Order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

#### **Assistance with Your Questions**

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

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

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

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

If you are an active employee, you can update your own address in Success Factors. Go to the Lumen InsideLink home page, click on the Success Factors link and then select My Profile.

If you are a former employee who continues to maintain a balance in the Plan, it is even more important for you to keep your address information up-to-date by contacting Principal Participant Contact Center at 800-547-7754 or by changing your address on your Plan Account at Principal by accessing your Account at principal. <u>com</u>.

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

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

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

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

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

If a portion of your distribution is made in the form of Lumen Shares, you may be eligible for deferral of the net unrealized appreciation on those shares of stock and for capital gains treatment on your subsequent disposition of that stock. However, a rollover of Lumen Shares to an IRA may eliminate your eligibility for capital gains treatment on a later distribution from the IRA. You should consult with your tax advisor to determine the tax consequences of any distribution from the Plan, including a distribution in the form of Lumen Shares, and whether a distribution should be rolled over to an IRA.

Distributions, which are considered not eligible for rollover and not subject to the mandatory federal income tax withholding rate of 20%, include hardship withdrawals, refunds of Code Section 401(k) excess employee contributions, Code Section 415(c) excess Annual Addition refunds, excess contribution refunds due to the failure of the nondiscrimination test(s), loans, loans in default, dividends paid on employer securities,

installment payments lasting 10 years or more, and minimum annual distributions at or after age 73. The taxable portion of these types of distributions will be taxed at ordinary income tax rates.

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

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

Section 415 of the Code limits the amount of annual contributions that can be made to your Account to the lesser of \$69,000 for 2024 (as indexed) or 100% of your taxable pay. The limit on total annual contributions is based on the sum of all contributions (that is, Pre-Tax, Roth and After-Tax Contributions) from pay and all Company Matching Contributions. If this limit is exceeded for any year, the Plan is required to correct the excess, which may require a refund to you of your Pre-Tax, Roth or After-Tax Contributions. You will owe taxes on any Pre-Tax Contributions and earnings and any earnings on After-Tax Contributions included in the refund. The refund is not an eligible rollover distribution and is not subject to the mandatory 20% federal income tax withholding.

Your Pre-Tax and Roth Contributions are limited each calendar year to the amount specified in Section 402(g) of the Code (as indexed annually). For 2024, this Code Section 402(g) limit is \$23,000. If you made Pre-Tax and/or Roth Contributions under plans of employers unrelated to the Company, the contributions under all plans for any calendar year may not exceed the \$23,000 limit. In the event you have Pre-Tax and Roth Contributions in excess of the \$23,000 limit (excluding catch up contributions, which are subject to a separate limit set forth in Code Section 414(v), of \$23,000 in 2024), you must notify your employer(s) by March 1 of the following year and request the excess over \$23,000 plus earnings, be distributed to you. Pre-Tax Contributions will be refunded first. The refund of the excess amount is not an eligible rollover distribution and is not subject to the mandatory 20% federal income tax withholding.

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

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

## **15. GLOSSARY**

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

#### **Bonus Compensation**

"Bonus Compensation" is defined on page 18.

#### CIM

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

#### Code

"Code" means the Internal Revenue Code.

#### Committee

"Committee" means the Lumen Employee Benefits Committee and any of its delegates. See page 4 for more information about the Committee.

#### Company

"Company" means Lumen and the Participating Companies either individually or jointly as the context requires.

#### Compensation

"Compensation" has the meaning explained on page 17.

#### **Covered Employee**

"Covered Employee" has the meaning explained on page 7.

#### **Embarq RSP**

"Embarq RSP" means the Embarq Retirement Savings Plan, as it existed on March 31, 2012, prior to its merger into this Plan on April 1, 2012.

#### **Employee Contributions**

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

#### **ERISA**

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

#### **Fund Fact Sheet**

"Fund Fact Sheet" means the supplemental information about each investment fund currently available under the Plan. Fund Fact Sheets are available from the Participant Contact Center (see page 4 for contact information).

#### **Highly Compensated Employee**

"Highly Compensated Employee" means an Employee who (i) earns over a specified annual dollar amount during the Plan Year, which may be revised by the IRS to reflect cost of living adjustments (for 2024 \$155,000) and (ii) is in the top 20% of employees when ranked by annual compensation (the "top paid group").

#### Level 3 Plan

"Level 3 Plan" means the Level 3 Communications, Inc. 401(k) Plan, as it existed on December 31, 2017, immediately prior to its merger into this Plan at 11:59 p.m., Central Time, December 31, 2017.

#### Level 3 Plan Merger Date

"Level 3 Plan Merger Date" means 11:59 p.m., Central Time, on December 31, 2017.

#### Lumen

"Lumen" means Lumen Technologies, Inc.

#### Participant

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

#### **Participating Company**

Participating Company is defined on page 3 of this SPD.

#### PCRA

"PCRA" means the Charles Schwab Personal Choice Retirement Account<sup>®</sup> described in Section 6: Investment of Your Plan Account.

#### Plan

"Plan" means the Lumen 401(k) Savings Plan.

#### **Plan Administrator**

"Plan Administrator" means the Committee. See page 3 for more information.

#### **Plan Sponsor**

"Plan Sponsor" means Lumen. See page 3 for more information.

#### **Project Based Employee**

"Project Based Employee" is defined on page 7.

#### QDRO

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

#### QSIP

"QSIP" means the Qwest Savings and Investment Plan, as it existed on March 31, 2012, prior to its merger into this Plan on April 1, 2012.

#### Savvis Plan

"Savvis Plan" means the SAVVIS, Inc. 401(k) Plan, as it existed on December 31, 2012, prior to its merger into this Plan on January 1, 2013.

#### Schwab

"Schwab" means Charles Schwab & Company, Inc.

#### Spouse

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

#### Trustee

"Trustee" of the Plan is The Northern Trust Company. See page 5 for more information.

## **APPENDIX A**

# EMPLOYEES AND COMPANY MATCHING CONTRIBUTIONS FOR GROUP A PARTICIPANTS

Group A Participants participate in the Plan (or participated in the Group Incentive Plan or Telephone USA Union Plan) pursuant to collective bargaining agreements with the following Communications Workers of America ("CWA") or International Brotherhood of Electrical Workers ("IBEW") union locals, at the following Company Matching Contribution levels as of January 1, 2020, or such other date as noted below:

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable			
CWA 3972 CWA 3974 Union	Alabama	Effective March 1, 2021 for employees hired, re-hired, or transferred into this bargaining unit prior to March 13, 2009 the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.			
conveyed to Brightspeed 10/3/2022		Effective March 13, 2015, or as soon as administratively feasible thereafter, for employees hired, re-hired, or transferred into this bargaining unit on or after March 13, 2009, but prior to January 1, 2016, the Company Matching Contribution will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.			
		Effective January 1, 2016, for employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2016, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.			
CWA 4671 Lumen retained some employees	Wisconsin	Effective January 1, 2020, or as soon as administratively feasible thereafter, for employees hired, re-hired, or transferred into this bargaining unit prior to February 3, 2007, the Company Matching Contribution will be 25 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.			
in CWA 4671 and other employees in CWA		Effective upon ratification or as soon as administratively feasible, for employees hired, re-hired, or transferred into this bargaining unit on or after February 3, 2007 but prior to July 1, 2015, the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.			
conveyed to Brightspeed effective 10/2/2022.		Effective upon ratification of the applicable collective bargaining agreement, for employees hired, re-hired, or transferred into this bargaining unit on or after July 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.			

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable				
CWA 6171C Union conveyed to Brightspeed	Arkansas Central	Effective January 1, 2021 or as soon as administratively feasible for CenturyTel of Central Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit prior to August 16, 2007, the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.				
10/3/2022		Effective January 1, 2021, or as soon as administratively feasible for CenturyTel of Northwest Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit prior to June 13, 2008, the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.				
		Effective January 1, 2021, or as soon as administratively feasible for CenturyTel of Central Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit on or after August 16, 2007, but prior to January 1, 2016 the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.				
		Effective January 1, 2021, or as soon as administratively feasible for CenturyTel of Northwest Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit on or after June 13, 2008, but prior to January 1, 2016, the Company shall make a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.				
		Effective August 16, 2017, for employees hired, re-hired, or transferred into this bargaining unit prior to January 1, 2016, the Company will contribute a Company Matching Contribution of 58 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.				
		Effective January 1, 2016, for employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2016, the Company shall make a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.				

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable				
CWA 6171NW Union conveyed to Brightspeed	Arkansas NW	Effective August 16, 2017, for employees hired, re-hired, or transferred into this bargaining unit prior to January 1, 2016, the Company will make a Company Matching Contribution of 58 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.				
10/3/2022		Effective January 1, 2016, for employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2016, the Company shall make a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.				
		Effective January 1, 2021 or as soon as administratively feasible for CenturyTel of Central Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit prior to August 16, 2007, the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.				
		Effective January 1, 2021, or as soon as administratively feasible for CenturyTel of Northwest Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit prior to June 13, 2008, the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.				
		Effective January 1, 2021, or as soon as administratively feasible for CenturyTel of Central Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit on or after August 16, 2007, but prior to January 1, 2016 the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.				
		Effective January 1, 2021, or as soon as administratively feasible for CenturyTel of Northwest Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit on or after June 13, 2008, but prior to January 1, 2016 the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.				
		Effective January 1, 2016, for employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2016, the Company shall make a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.				
		Effective January 1, 2021 or as soon as administratively feasible for CenturyTel of Central Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit prior to August 16, 2007, the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.				

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable			
CWA 6300 CWA 6311 CWA 6312	Missouri	Effective March 15, 2019, for employees hired, re-hired, or transferred into this bargaining unit prior to July 1. 2015, the Company will make a Company Matching Contribution of .25 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.			
CWA 6373 Union conveyed to Brightspeed 10/3/2022		Effective July 1, 2015, for employees hired, re-hired, or transferred into this bargaining unit on or after July 1, 2015, the Company shall make a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.			
CWA 7818 Lumen	Washington	Effective January 1, 2018, or as soon as administratively feasible for employees hired, re-hired, or transferred into this bargaining unit prior to September 1, 2008, the Company Matching Contribution will be 25 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.			
		Effective January 1, 2018, or as soon as administratively feasible thereafter, for employees hired, re-hired, or transferred into this bargaining unit on or after September 1, 2008, but prior to July 1, 2015, the Company Matching Contribution will be 58 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.			
		Effective January 1, 2015, or as soon as administratively feasible thereafter, for employees hired, re-hired, or transferred into this bargaining unit on or after July, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.			
CWA 7906 Lumen	Oregon	Effective January 1, 2020 for employees hired, rehired, or transferred into this bargaining unit prior to May 1, 2008, the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.			
		For employees hired, rehired, or transferred into this bargaining unit between May 1, 2008 through July 1, 2015, the match will continue to be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.			
		Effective July 1, 2015, for employees hired, re-hired, or transferred into this bargaining unit on or after July 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.			

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable				
IBEW 89 Lumen	Oregon Washington	Effective January 1, 2017, or as soon as administratively feasible for employees hired, re-hired, or transferred into this bargaining unit prior to September 1, 2008, the Company Matching Contribution will be 25 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.				
		Effective January 1, 2015, or as soon as administratively feasible thereafter, for employees hired, re-hired, or transferred into this bargaining unit on or after September 1, 2008, but prior to July 1, 2015, the Company Matching Contribution will be 58 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.				
		Effective as of the ratification date of November 21, 2014, or as soon as administratively feasible thereafter, for employees hired, re-hired, or transferred into this bargaining unit on or after July 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.				
IBEW 257 Union conveyed to Brightspeed	Columbia, MO	Effective November 3, 2015, for employees hired, rehired, or transferred into this bargaining unit prior to December 31, 2006 the Company Matching Contribution will be 25 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.				
10/3/2022		Effective November 3, 2015, for employees hired, rehired, or transferred into this bargaining unit on or after January 1, 2007, but prior to July 1, 2016, the Company Matching Contribution will be 58 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.				
		Effective January 1, 2016, for employees hired, rehired, or transferred into this bargaining unit on or after July 1, 2016, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.				
IBEW 768 Lumen	Montana	Effective January 1, 2017, for employees hired, re-hired, or transferred into this bargaining unit prior to May 1, 2008, the Company Matching Contribution will be 25 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.				
		Effective January 1, 2015, for employees hired, re-hired, or transferred into this bargaining unit on or after May 1, 2008, but prior to January 1, 2015, the Company Matching Contribution will be 58 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.				
		Effective January 1, 2015, for employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.				

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable				
IBEW 1106 Union conveyed to Brightspeed	Upper Michigan	Effective January 1, 2014, or as soon as administratively feasible thereafter, for employees hired, rehired, or transferred into this bargaining unit prior to April 1, 2007, the Company Matching Contribution will be 25 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.				
10/3/2022		Effective January 1, 2014, or as soon as administratively feasible for employees hired, rehired, or transferred into this bargaining unit on or after April 1, 2007, but prior to January 1, 2014, the Company Matching Contribution will be 58 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.				
		Effective January 1, 2014, or as soon as administratively feasible for employees hired, rehired, or transferred into this bargaining unit on or after January 1, 2014, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii) (B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.				

Effective January 1, 2015, CWA 3971 merged into CWA 3972.

CWA 4672, CWA 4674, and CWA 4675 merged into CWA 4671 sometime after February 2005 but before January 2006.

CWA 6310 and CWA 6320 was renamed CWA 6300 per letter of record dated October 7, 2011.

CWA 6301A retail was closed 11/30/18 per labor.

## **APPENDIX B**

# EMPLOYEES AND COMPANY MATCHING CONTRIBUTIONS for GROUP B PARTICIPANTS

Group B Participants participate in the Plan (or participated in the predecessor Retirement Savings Plan) pursuant to collective bargaining agreements with the following Communications Workers of America ("CWA") union locals, at the following Company Matching Contribution levels as of January 1, 2018, or such other date as noted below:

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable
CWA 4370 Union conveyed to	Ohio	Effective January 1, 2020, for employees hired, re-hired, or transferred into this bargaining unit prior to April 1, 2007, the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
Brightspeed 10/3/2022		For employees hired, re-hired, or transferred into this bargaining unit on or after July 1, 2014, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non- bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.
		Prior match. Effective upon ratification on April 14, 2016, or as soon as administratively feasible for employees hired, re-hired, or transferred into this bargaining unit prior to July 1, 2014, the Company Matching Contribution will be 58 cents for every \$1 contributed by the employee, up to a maximum of 6% of pay.

## **APPENDIX C**

# EMPLOYEES AND COMPANY MATCHING CONTRIBUTIONS for GROUP C PARTICIPANTS

Effective May 6, 2007, Group C Participants began to participate in the Plan pursuant to collective bargaining agreements with the Communications Workers of America ("CWA") or International Brotherhood of Electrical Workers ("IBEW") union locals identified in the table below.

As of January 1, 2018, Group C Participants have the following Company Matching Contribution and nonelective contribution levels:

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable
CWA 4217 Union conveyed to Brightspeed 10/3/2022	Galesburg, IL	Effective January 1, 2023: The Company match will be in accordance with the same matching contribution formula provided for Non-Bargaining Employees in the 401(k) Plan.
IBEW 21 Union conveyed to Brightspeed 10/3/2022	Pekin, IL Dixon, IL	Effective October 1, 2010: The Company Matching Contribution will be 60 cents for every \$1 contributed by the employee, up to 6% of eligible pay.

The Company previously provided these contributions:

IBEW 21 NON-ELECTIVE CONTRIBUTIONS					
	June 30, 2006	June 30, 2007	June 30, 2008	June 30, 2009	June 30, 2010
Less than 10 Years	\$500.00	\$500.00	\$500.00	\$750.00	\$750.00
10-20 Years	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$1,000.00
20-25 Years	\$1,000.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
More than 25 Years	\$1,200.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Employees age 60 or older on December 31, 2005 with 25 Years of Service received an additional \$300 non-elective contribution annually during the term of the union contract.					

CWA 4217 NON-ELECTIVE CONTRIBUTIONS						
	April 30, 2006	April 30, 2007	April 30, 2008	April 30, 2009		
Less than 10 Years	\$500.00	\$750.00	\$750.00	\$750.00		
10-20 Years	\$750.00	\$1,000.00	\$1,000.00	\$1,000.00		
20-25 Years	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00		
More than 25 Years	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00		

# **APPENDIX D**

### EMPLOYEES AND COMPANY MATCHING CONTRIBUTIONS for GROUP D PARTICIPANTS (LEGACY EMBARQ EMPLOYEES)

Effective April 1, 2012, Group D Participants began to participate in the Plan. Prior to April 1, 2012, Group D Participants participated in the Embarq RSP.

Matching Contribution Formula for Group D Participants. Subject to the provisions of Section 3.2 of the Plan, the Company Matching Contribution formula is as set forth in the applicable collective bargaining agreement(s). The following describes the applicable Company Matching Contribution formulas as of January 1, 2018, or such other date as noted below:

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable	Status
CWA 1101 Union conveyed to Brightspeed 10/3/2022	Clinton, NJ	For employees hired, re-hired or who become covered under the CWA 1101 Agreement through any means before January 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution, up to a maximum of 6% of eligible wage.	
		For employees hired, re-hired or who become covered under the CWA 1101 Agreement through any means on or after January 1, 2016, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
CWA 3176 Lumen	Central Florida	For employees hired, re-hired, or who become covered under the CWA 3176 Agreement through any means before January 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution up to a maximum of 6% of Compensation.	
		For employees hired, re-hired, or who become covered under the CWA 3176 Agreement through any means on or after January 1, 2016, the Company shall contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
CWA 3176A Lumen	Winter Park FL	The Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii) (B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable	Status
CWA 3680 CWA 3681 CWA 3682 CWA 3685	Tarboro, NC Fayetteville	For employees hired, re-hired, or who become covered under the CWA 3680/3681/3682/3685. Agreement through any means before January 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution up to a maximum of 6% of Compensation.	
Union conveyed to Brightspeed 10/3/2022		For employees hired, re-hired, or who become covered under the CWA 3680/3681/3682/3685. Agreement through any means on or after January 1, 2016, the Company will contribute a Company Match Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true- up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
CWA 3871 Union conveyed to Brightspeed	Bristol, TN	For employees hired, rehired, or transferred before July 1, 2015, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's contributions, up to 6% of Compensation.	
10/3/2022		For employees hired, re-hired, or transferred on or after July 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
CWA 4322 CWA 4470 CWA 4474 CWA 4475	Lima & Others, OH	For employees hired, re-hired, or who become covered under the CWA Local 4470, 4322, 4474 and 4475 agreement through any means before July 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution, up to a maximum of 6% of eligible wage.	
Union conveyed to Brightspeed 10/3/2022		For employees hired, re-hired, or who become covered under the CWA Local 4470, 4322, 4474, and 4475 Agreement through any means on or after July 1, 2016, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true- up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable	Status
CWA 4700 Union conveyed to Brightspeed 10/3/2022	Indiana	For employees hired, re-hired, or who become covered under the CWA 4700 Agreement through any means before July 1, 2015, the Company shall contribute a Company Matching Contributions equal to 25% of the Participant's contributions, up to 6% of Compensation.	
		For employees hired, re-hired, or who become covered under the CWA 4700 Agreement through any means on or after July 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
CWA 6372 Union conveyed to Brightspeed 10/3/2022	Junction City, KS	For employees hired, re-hired, or who become covered under the CWA 6372 Agreement through any means before July 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution up to a maximum of 6% of eligible wage.	
		For employees hired, re-hired, or who become covered under the CWA 6372 Agreement through any means on or after July 1, 2016, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
CWA 6372A Union conveyed to Brightspeed 10/3/2022	Kansas City, MO	For employees hired, re-hired, or who become covered under the CWA 6372 Agreement through any means before July 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution up to a maximum of 6% of eligible wage.	
		For employees hired, re-hired, or who become covered under the CWA 6372 Agreement through any means on or after July 1, 2016, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable	Status
CWA 7970 Lumen	Hood River, OR	For employees hired, re-hired, or who have become covered under the CWA 7970 Agreement through any means before January 1, 2015, the Company shall contribute a Company Matching Contribution equal to 25% of the participant's contributions up to 6% of Compensation.	
		For employees hired, re-hired, or who have become covered under the CWA 7970 Agreement through any means on or after January 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
CWA 13000 Union conveyed to Brightspeed 10/3/2022	Butler, PA (unit 101)	For employees hired, re-hired, or who become covered under the CWA 3176 Agreement through any means before July 1, 2015, the Company shall contribute a Company Matching Contributions equal to 25% of the Participant's contributions, up to 6% of Compensation.	
		For employees hired, re-hired, or who become covered under the CWA 3176 Agreement through any means on or after July 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
CWA 13000C	Chambersburg PA	The Company shall contribute a Company Matching Contribution on the participant's contributions up to 6% as follows: 100% of the first 1% of deferrals and 50% of the next 5% of deferrals.	Decertified effective April 6, 2017
IBEW 2 Union conveyed to Brightspeed 10/3/2022	Jefferson, MO	For employees hired, re-hired, or who become covered under the IBEW 2 Agreement through any means before July 1, 2013, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's contributions, up to a maximum of 6% of Compensation.	
		For employees hired, re-hired, or who become covered under the IBEW 2 Agreement through any means on or after July 1, 2013, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii) (B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable	Status
IBEW 824N Lumen	Florida-North	For employees hired, re-hired, or who become covered under the IBEW 199 Agreement with Embarq Florida, Inc. (North Area) through any means before January 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25% of the participant's basic contribution.	Changed name from IBEW 1496, effective March 1, 2009 Changed name
		For employees hired, re-hired, or who become covered under the IBEW 199 Agreement with Embarq Florida, Inc. (North Area) through any means on or after January 1, 2016, the Company shall contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	from IBEW 199N to 824N 9/3/2023
IBEW 824S Lumen	Ft. Myers, FL	For employees hired, re-hired, or who become covered under the IBEW 199- South Agreement through any means before January 1, 2015, the Company shall contribute a Company Matching Contribution equal to 25% of the participant's contributions up to 6% of Compensation.	Changed name from IBEW 199S to 824S 9/3/2023
		For employees hired, re-hired, or who become covered under the IBEW 199- South Agreement through any means on or after January 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
IBEW 688 Union conveyed to Brightspeed 10/3/2022	Mansfield, OH	For employees hired, re-hired, or who become covered under the IBEW 688 agreement through any means before January 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution up to a maximum of 6% of Compensation.	IBEW 392 rolled into IBEW 688 June 4, 2018 per labor
		For employees hired, re-hired, or who become covered under the IBEW 688 agreement through any means on or after January 1, 2016, the Company shall contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees, however, the matching contribution true-up set forth in Section 3.2(b)(iii) (B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable	Status
IBEW 688R	Ohio Retail Store	The Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii) (B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	IBEW 688R rolled into IBEW 688 per Letter of Agreement dated April 22, 2014
IBEW 723 Union conveyed to Brightspeed 10/3/2022	Warsaw, IN	For employees hired, re-hired, or who become covered under the IBEW 723 Agreement through any means on or before June 30, 2015, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's contributions, up to 6% of Compensation.	
		For employees hired, re-hired, or who become covered under the IBEW 723 Agreement through any means on or after July 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
IBEW 827 Union conveyed to Brightspeed 10/3/2022	Lafayette, NJ	Effective January 1, 2016, for employees hired, re-hired, or who become covered under the IBEW 827 Agreement through any means before July 1, 2013, the Company shall contribute a Company matching Contribution equal to 25% of the Participant's Contribution, up to a maximum of 6 % of Compensation.	
		Effective January 1, 2016, for employees hired, re-hired or who become covered under the IBEW 827 Agreement through any means on or after July 1, 2013, the Company shall contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true- up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable	Status
IBEW 827A Union conveyed to Brightspeed 10/3/2022	Belle Mead, NJ	For employees hired, re-hired, or who become covered under the IBEW 827 Agreement through any means before July 1, 2013, the Company shall contribute a Company Matching Contributions equal to 25% of the Participant's contributions up to a maximum of 6% of Compensation.	
		For employees hired, re-hired or who become covered under the IBEW 827 Agreement through any means on or after July 1, 2013, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
IBEW 843 Lumen	Scottsbluff, NE	For employees hired, re-hired, or who become covered under the IBEW 843 Agreement before January 1, 2014, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution, up to a maximum of 6% of Compensation.	
		For employees hired, rehired, or who become covered under the IBEW 843 Agreement on or after January 1, 2014, the Company shall contribute a Company Match Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
IBEW 1649 Union conveyed to Brightspeed	Beaufort, SC	For employees hired, re-hired, or transferred into IBEW 1649 before July 1, 2014, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's contributions, up to maximum of 6% of Compensation.	
10/3/2022		For employees hired, re-hired, or transferred into IBEW 1649 on or after July 1, 2014, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	

Union Local #	Location	Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable	Status
IBEW 1912 Union conveyed to Brightspeed 10/3/2022	Southern Pines, NC	For employees hired, re-hired, or who become covered under the IBEW 1912 Agreement through any means before January 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution up to a maximum of 6% of Compensation.	
		For employees hired, re-hired, or who become covered under the IBEW 1912 Agreement through any means on or after January 1, 2016, the Company shall contribute a Company Match Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
IBEW 1996 Union conveyed to Brightspeed 10/3/2022	Warren, OH	For employees hired, re-hired, or who become covered under the IBEW 1996 Agreement before January 1, 2014, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution up to a maximum of 6% [of Compensation].	
		For employees hired, re-hired, or who become covered under the IBEW 1996 Agreement on or after January 1, 2014, the Company shall contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	
IBEW 2337 Union conveyed to Brightspeed 10/3/2022	Athens, TX	For employees hired, re-hired, or who become covered under the IBEW 2337 Agreement through any means before January 1, 2015, the Company shall contribute a Company Matching Contribution equal to 25% of the participant's contributions, up to 6% of Compensation.	
		For employees hired, re-hired, or who become covered under the IBEW 2337 Agreement through any means on or after January 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.	

CWA 4473 voted to join CWA 4322 on June 9, 2011.

IBEW 20 transitioned to IBEW 2337 effective July 1, 2015.

IBEW 392 transitioned to IBEW 388 effective June 4, 2018.

CWA 4471 voted to join CWA 4470 on October 20, 2019

CWA 3680A retail store closed

CWA 13000B decertified 10.30.2019

# **APPENDIX E**

### PARTICIPANT CONTRIBUTIONS AND COMPANY CONTRIBUTIONS FOR GROUP E PARTICIPANTS (LEGACY CENTEL EMPLOYEES)

Effective April 1, 2012, Group E Participants began to participate in the Plan. Prior to April 1, 2012, Group E Participants participated in the Centel Plan.

Set forth below are the Active Participating Employee Groups and the applicable Company Matching Contribution formulas as of January 1, 2018, or such other date as noted:

Union Local #	Location		Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable
CWA 2204 Union conveyed to Brightspeed 10/3/2022	Martinsville, VA	EQ-C	For employees hired, re-hired, or who become covered under the CWA 2204 Agreement through any means before January 1, 2016, the Company will contribute a Company Matching Contribution equal to 25% of the Participant's Contribution up to a maximum of 6% of Compensation.
			For employees hired, re-hired, or who become covered under the CWA 2204 Agreement through any means on or after January 1, 2016, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.

Union Local #	Location		Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable
CWA 3672	Hickory,	EQ	Matching Contributions:
Union conveyed to Brightspeed 10/3/2022	conveyed to Brightspeed		For employees hired, re-hired, or who become covered under the CWA 3672 Agreement through any means before July 1, 2015, the Company shall contribute a Company Matching Contribution equal to 25% of the participant's contribution up to a maximum of 6% of Compensation.
			For employees hired, re-hired or who become covered under the CWA 3672 Agreement through any means on or after July 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.
			Company Nondiscretionary Contributions:
			The Company shall make a Company Nondiscretionary Contribution in the form of an annual lump sum contribution, in the amount stated below, to the Plan Account of each Covered Employee who is, on the applicable Scheduled Allocation Date set forth below, (i) identified as an active Employee on the Company's payroll and (ii) represented under the CWA 3672 bargaining unit:
			Scheduled Allocation Date
			January 1, 2018
			January 1, 2019
			January 1, 2020
			This annual lump sum contribution shall be contributed to the Plan and credited to the Accounts of the eligible Participants (described above) as soon as administratively feasible following the applicable Scheduled Allocation Date set forth above. This annual lump sum contribution is a Company Nondiscretionary Contribution and, accordingly, is not eligible for any Company Matching Contribution thereon.
CWA 6174 Union conveyed to Brightspeed 10/3/2022	Killeen, TX	EQ-C	Effective October 1, 2013, for employees hired, re-hired, or who become covered under the CWA 6174 Agreement through any means before January 1, 2015, the Company will contribute a Company matching contribution equal to 25% of the participant's contribution up to 6% of Compensation.
			For employees hired, re-hired or who become covered under the CWA 6174 Agreement through any means after January 1, 2015, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.

Union Local #	Location		Company Matching Contributions (as % of First 6% of Compensation deferred as an Elective Deferral) And Other Company Contributions, As Applicable
IBEW 396 Lumen	Las Vegas	EQ-C	For employees hired, re-hired, or who become covered under the IBEW 396 Agreement through any means before January 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution up to a maximum of 6% of Compensation.
			For employees hired, re-hired, or who become covered under the IBEW 396 Agreement through any means on or after January 1, 2016, the Company will contribute a Company Match Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.
IBEW 1181 Union conveyed to Brightspeed 10/3/2022	Charlottesville, VA	EQ-C	For employees hired, re-hired, or who become covered under the IBEW 1181 Agreement through any means before January 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution up to a maximum of 6% of Compensation.
			For employees hired, re-hired, or who become covered under the IBEW 1181 Agreement through any means on or after January 1, 2016, the Company will contribute a Company Match Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.
IBEW 1537	Asheboro, Elkin,	EQ-C	Contract Effective Date: August 1, 2016,
Union	NC		Expiration Date: July 31, 2019,
conveyed to Brightspeed			Ratification Date: July 26, 2016
10/3/2022			For employees hired, re-hired, or who become covered under the IBEW 1537 Agreement through any means before January 1, 2015, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution, up to a maximum of 6% of Compensation.
			For employees hired, re-hired, or who become covered under the IBEW 1537 Agreement through any means on or after January 1, 2015, the Company shall contribute a Company Match Contribution in accordance with the same matching contribution formula as is applied for non-bargaining employees; provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. See Appendix G for the specific matching formula under the Lumen 401(k) Savings Plan that applies here.

The following Participating Employee Groups previously commenced participation in the Plan, but ceased being Active Participating Employee Groups as of the effective dates indicated below:

Local Union	Effective Date of Active Participation	Date as of which Active Participation Ceased	Matching Contribution (Percentage of Employee Basic Contributions to be Contributed as Company Matching Contributions on Every Dollar up to a Maximum of 6% of Base Pay)
CWA 5503	October 1, 1988	January 1, 2002	\$0.50
			\$0.70 (effective January 1, 1992)
CWA 7171	September 1, 1987	January 1, 2002	\$0.70 (effective January 1, 1991)
CWA 7270	September 1, 1987	January 1, 2002	\$0.70 (effective January 1, 1991)
CWA 9400	October 1, 1987	January 1, 2002	\$0.70 (effective January 1, 1990)
CWA 12174	January 1, 1987	January 1, 2002	\$0.70 (effective January 1, 1992)
CWA (St.	June 1, 1989	January 1, 2002	\$0.50
Louis)			\$0.70 (effective January 1, 1992)
IBEW 107	August 1, 1989	January 1, 2002	\$0.50
			\$0.70 (effective January 1, 1992)
IBEW 108	June 1, 1989	January 1, 2002	\$0.50
			\$0.70 (effective January 1, 1992)
IBEW 116	June 1, 1986	January 1, 2002	\$0.70 (effective January 1, 1992)
IBEW 124	October 1, 1988	January 1, 2002	\$0.50
			\$0.70 (effective January 1, 1992)
IBEW 136	October 1, 1987	January 1, 2002	\$0.50
			\$0.70 (effective January 1, 1992)
IBEW 134	June 1, 1988	January 1, 2002	\$0.50
			\$0.70 (effective January 1, 1992)
IBEW 304	October 1, 1987	January 1, 2002	\$0.70 (effective January 1, 1990)
IBEW 498	June 1, 1989	January 1, 2002	\$0.50
			\$0.70 (effective January 1, 1992)
IBEW 602	June 1, 1987	January 1, 2002	\$0.50
			\$0.70 (effective January 1, 1992)
IBEW 667	July 1, 1986	January 1, 2002	\$0.50
			\$0.70 (effective January 1, 1992)
IBEW 716	March 1, 1978	January 1, 2002	\$0.70 (effective May 1, 1990)
IBEW 1139	September 1, 1987	January 1, 2002	\$. 70 (effective January 1, 1990)
IBEW 1141	August 1, 1987	January 1, 2002	\$0.50
			\$0.70 (effective January 1, 1992)
IBEW 9400	January 1, 1987	January 1, 2002	\$0.70 (effective January 1, 1991)

CWA 2277 merged into CWA 2204 ratification effective July 11, 2012.

CWA 4273 transitioned to CWA 4217 prior to 2002.

IBEW 59 merged into IBEW 20 in 1998.

IBEW 196 Central Tel of III, Legacy Embarq, sold DownState III, Galesburg, Dixon and Peking properties to Gallatin Rivers Communications Co. on October 31, 1997.

IBEW 336 Central Tel of III - Legacy Embarq sold Park Ridge properties to Ameritech on October 31, 1997.

IBEW 399 Central Tel of III - Legacy Embarq sold DownState III, Galesburg, Dixon and Peking properties to Gallatin Rivers Communications Co. on October 31, 1998.

CWA 6174R retail store closed

CWA 396A retail store closed 2018

# **APPENDIX F**

### EMPLOYEES AND COMPANY MATCHING CONTRIBUTIONS FOR GROUP F PARTICIPANTS (LEGACY QWEST OCCUPATIONAL EMPLOYEES)

Effective April 1, 2012, Group F Participants began to participate in the Plan. Group F Participants participated in the QSIP prior to April 1, 2012 and includes Occupational Employees who are hired on or after April 1, 2012.

Covered Employees in Group F participate in the Plan in accordance with, and subject to, the collective bargaining agreement between Qwest Communications International Inc. ("Qwest") and the Communications Workers of America - District 7 and the International Brotherhood of Electrical Workers - Local 206. The term "Occupational Employee" means an Employee who is represented for collective bargaining purposes by a labor organization within the meaning of the Labor Management Relations Act that bargains with Qwest and the Communications Workers of America - District 7 and the International Brotherhood of Electrical Workers -Local 206. Notwithstanding the foregoing or any other provision of the Plan, the term "Occupational Employee" excludes an Employee who is represented by a labor organization for collective bargaining purposes and for whom the labor organization and the Company have agreed that the benefits available to Legacy Qwest non-bargaining employees under the Lumen 401(k) Savings Plan shall be made available rather than the benefits available under this Plan to Occupational Employees, but only for such period of time as specified in the agreement between the labor organization and Qwest or the Company (this group of employees generally are in Retail and Outside Sales positions (other than Network Technician (under CWA 7203Z) and Central Office Technician (under CWA 7203Z), and may be referred to as "hybrid employees"). The current collective bargaining agreement is effective commencing on October 7, 2012 and ending on October 7, 2017, subject to extension.

**Matching Contributions.** Subject to the provisions of Section 3.2 of the Plan, the matching contribution formula for Group F Participants is as follows:

- (A) Matching Contributions for Covered Employees Hired, Rehired or Transferred Into Group F Before January 1, 2009: This is a "closed" group of eligible participants and an individual cannot become eligible to be in this "grandfathered" category after December 31, 2008.
  - 1. Matching Contribution Formula in Effect Prior to January 1, 2014: Each Group F Participant who was hired, rehired or transferred into, Group F prior to January 1, 2009, shall receive a Matching Contribution allocation equal to 81% of the first 6% of the Participant's Before-Tax Contributions, Roth Contributions and After-Tax Contributions made by such Participant during each pay period prior to January 1, 2014; provided, however, that the allocation for any such Participant for any pay period shall not exceed 4.86% of such Participant's Compensation for that pay period. The maximum allocation for the Plan Year for a Group F Participant is equal to 4.86% of the dollar limit under Code section 401(a)(17) for the Plan Year.
  - 2. Matching Contribution Formula in Effect After December 31, 2013: Each Participant who was hired, rehired by Qwest or transferred into Group F prior to January 1, 2009, who remains an active employee of Qwest, and who participates in the Plan after December 31, 2013 by making Before-Tax, Roth and/or After-Tax Contributions through automatic payroll deductions up to the maximum allowed by Treasury regulations, shall receive an allocation equal to 80% of the first 5% of the Participant's Before-Tax, Roth and / or After-Tax Contributions. This is a reduction from the previous formula stated in subparagraph (A)(1) above.
- (B) Matching Contribution for Covered Employees Hired, Rehired or Transferred Into Group F On or After January 1, 2009:
  - 1. Matching Contribution Formula in Effect Prior to January 1, 2014: Each Participant who was hired or rehired by, or transferred into Group F on or after January 1, 2009, shall receive a Matching Contribution allocation equal to 100% of the first 3% of the Participant's Before-Tax Contributions, Roth Contributions and After-Tax Contributions made during such pay period by such Participant; provided, however, that the allocation for any such Participant for any pay period shall not exceed 3% of such Participant's Compensation for that pay period. The maximum allocation for the Plan Year for a Participant is equal to 3% of the dollar limit under Code section 401(a)(17) for the Plan Year.

- 2. Matching Contribution Formula in Effect After December 31, 2013: Each Participant who was hired or rehired by or transferred into Group F on or after January 1, 2009, who participates in the Plan shall be eligible for a Matching Contribution allocation in the following order: the Pre-Tax Contributions will be matched first, then After Tax Contributions and Roth Contributions matched last. Catch-Up Contributions made pursuant to the Plan shall not be eligible for a Matching Contribution allocation. The Matching Contribution formula will be calculated as follows:
  - a. A 100% Matching Contribution on the first one percent (1%) of Elective Deferrals (Pre-Tax Contributions, After Tax Contributions and/or Roth Contributions) of the Participant's Compensation made during each pay period by such Participant, PLUS
  - b. A 50% Matching Contribution on the next five percent (5%) of Elective Deferrals (Pre-Tax Contributions, After Tax Contributions and Roth Contributions) of the Participant's Compensation made each pay period by such Participant; provided, however, that the total Matching Contribution allocation for any such Participant for any pay period shall not exceed 3.5% of such Participant's Compensation for that pay period. The maximum allocation of Matching Contributions for the Plan Year for such a Participant is equal to 3.5% of the dollar limit under the Code section 401(a)(17) for the Plan Year. Accordingly, effective January 1, 2014, under this Section B(2):

If a Non-Grandfathered Participant Defers This Percent:	The Matching Contribution Will Be This Percent:
1%	1.0%
2%	1.5%
3%	2.0%
4%	2.5%
5%	3.0%
6%	3.5%

# Matching Contribution Formula For Participants Represented by CWA Local 7203Z

**On and After February 8, 2017.** Notwithstanding the preceding provisions of this Appendix F, for Participants who are Covered Employees and who are assigned to, or hired, re-hired, or transferred into, CWA Local 7203Z on or after February 8, 2017, the Company will contribute a Company Match Contribution in an amount determined in accordance with the matching contribution formula, which is applicable to non-bargaining employees of Lumen under the Lumen 401(k) Savings Plan and as set forth in (B)(2) above. This rate of Company Match Contribution will be in effect solely for the period during which the Participant is represented by CWA Local 7203Z. Catch-Up Contributions made pursuant to the Plan by Participants represented by CWA Local 7203Z shall not be eligible for a Matching Contribution allocation.

**Matching Contribution Formula in Effect After December 31, 2017 for Certain Employees Represented by CWA Local 7203Z:** Notwithstanding the preceding provisions of this Appendix F, effective January 1, 2018, Covered Employees (i) who are represented by CWA 7203Z, (ii) are in Network Technician or Central Office Technician job titles, and (iii) participate in the Plan, shall be eligible for a Company Matching Contribution allocation in the following order: the Pre-Tax Contributions will be matched first, then After Tax Contributions and Roth Contributions matched last. Catch-Up Contributions made pursuant to the Plan shall not be eligible for a Matching Contribution allocation. The Matching Contribution formula will be as follows:

a. A 100% Matching Contribution on the first one percent (1%) of Elective Deferrals (Pre-Tax Contributions, After Tax Contributions and/or Roth Contributions) of the Participant's Compensation made during each pay period by such Participant, PLUS

b. A 60% Matching Contribution on the next five percent (5%) of Elective Deferrals (Pre-Tax Contributions, After Tax Contributions and Roth Contributions) of the Participant's Compensation made each pay period by such Participant; provided, however, that the total Matching Contribution allocation for any such Participant for any pay period shall not exceed 4.0% of such Participant's Compensation for that pay period, and further provided, however, the matching contribution true-up set forth in Section 3.2(b)(iii)(B) of the Lumen 401(k) Savings Plan, as amended and restated effective January 1, 2018 (or any successor provision), shall not apply. The maximum allocation of Matching Contributions for the Plan Year for such a Participant is equal to 4.0% of the dollar limit under the Code section 401(a)(17) for the Plan Year.

# **APPENDIX G**

### COMPANY MATCHING CONTRIBUTION FORMULAS UNDER THE Lumen 401(k) Savings Plan THAT APPLY IN THE MATCHING CONTRIBUTION FORMULAS FOR THE DIFFERENT PARTICIPANT GROUPS AS REFERENCED IN APPENDICES A THROUGH F

- 1. Prior to January 1, 2018, the Matching Contribution formula under the Lumen 401(k) Savings Plan is as follows:
  - a. 100% of the Elective Deferrals that do not exceed 1% of the Participant's Compensation made during such pay period by such Participant plus
  - b. 50% of the Elective Deferrals that exceed 1% of the Participant's Compensation but do not exceed 6% of the Participant's Compensation made during such pay period by such Participant; provided, however, that the allocation for any such Participant for any pay period shall not exceed 3.5% of such Participant's Compensation for that pay period. The maximum allocation of Matching Contributions for the Plan Year for such a Participant is equal to 3.5% of the dollar limit under Code section 401(a)(17) for the Plan Year.

In other words:

If You Defer This Percent of the Participant's Compensation:	The Match Will Be This Percent of the Participant's Compensation:
1%	1.0%
2%	1.5%
3%	2.0%
4%	2.5%
5%	3.0%
6%	3.5%

- 2. As of January 1, 2018, the Matching Contribution formula under the Lumen 401(k) Savings Plan is as follows:
  - a. 100% of the Elective Deferrals that do not exceed 1% of the Participant's Compensation made during such pay period by such Participant plus
  - b. 60% of the Elective Deferrals that exceed 1% of the Participant's Compensation but do not exceed 6% of the Participant's Compensation made during such pay period by such Participant; provided, however, that the maximum allocation of Matching Contributions for the Plan Year for such a Participant is equal to 4.0% of the dollar limit under Code section 401(a)(17) for the Plan Year. Matching Contributions shall be calculated and deposited into Participant Accounts each payroll period.

# **APPENDIX H**

### **INVESTMENT OPTIONS**

The tables below show the investment fund options available under the Plan as of January 1, 2024

Additional Information about the Plan's Investments. More information is available about the investments on the Fund Fact Sheets. You can view or request a copy of the Fund Fact Sheets by calling Principal Participant Contact Center at 800-547-7754, or by signing in to your Account at <u>principal.com</u>. Updated performance information and the current fees for the funds are available on the Fund Fact Sheets.

#### TARGET DATE FUNDS

#### Asset Class – Diversified

#### **Investment Objective**

The Target Date Funds provide a simple, one-step investment choice for saving for retirement. The objective of the Funds is to provide a professionally managed investment solution that seeks investment returns while taking risk that is appropriate for an anticipated retirement age of 65 near the year in the Fund's name.

Those funds invest in a broadly diversified portfolio that will be automatically reallocated to gradually become more conservative over time as you near an anticipated retirement age of 65. The diversified mix of investments may include global stocks, bonds, real estate, and risk parity strategies. The Target Date Funds invest in many of the Plan's core funds and also include investments in other assets not available as standalone participant investment options. The asset allocation of the Fund targeting your retirement date will change annually as you grow older. The asset allocation may continue to be adjusted after the target retirement date is reached. The Target Date Funds reach their final asset allocation approximately eight years after the retirement date in the fund name and then merge into the Retirement Fund. The Retirement Fund a fixed asset allocation.

The Conservative Retirement Fund provides a professionally managed investment solution with a fixed asset allocation that seeks investment return by taking less risk than the Retirement Fund.

The current asset allocation for each of the funds is shown on the Fund Fact Sheets. The Funds are rebalanced throughout the year to maintain the target asset allocation mix within acceptable ranges.

#### Benchmarks

- Custom blend of broad market indices that aligns with the target asset allocation of the funds. This benchmark will evolve over time to reflect changes in the asset allocation of the funds.
- S&P 500<sup>®</sup> Stock Index and/or
- Bloomberg U.S. Aggregate Index

Target Date Fund Names		
2065 Target Date Fund	2060 Target Date Fund	2055 Target Date Fund
2050 Target Date Fund	2045 Target Date Fund	2040 Target Date Fund
2035 Target Date Fund	2030 Target Date Fund	2025 Target Date Fund
2020 Target Date Fund	Retirement Fund	Conservative Retirement Fund
Asset Class	Fund Name	Investment Objective and Benchmark
	CORE FUNDS	
PASSIVELY MANAGED CORE FUNDS		
Bond – U.S. Bonds	U.S. Bond Index Fund	Objective: Closely match the return of a broad investment-grade U.S. bond market index.
		Benchmark: Bloomberg U.S. Aggregate Index

	CORE FUNDS	
Bond – Inflation Indexed	Inflation Indexed Securities Fund	Objective: Closely match the return of an index of U.S. Treasury inflation-indexed securities (TIPS).
		Benchmark: Bloomberg U.S. Treasury Inflation Protected 0-5 Years Index
Stock – U.S. Stocks	U.S. Stock Index Fund	Objective: Closely match the return of a broad stock market index of the largest 3,000 companies in the U.S.
		Benchmark: Russell 3000 <sup>®</sup> Stock Index
Stock – International Stocks	International Stock Index Fund	Objective: Closely match the return of a broad stock market index of non-U.S. companies based in both developed and emerging markets.
		Benchmark: MSCI All Country World excluding U.S. Stock Index (MSCI ACWI ex-US)
		Frequent Trading Policy: New transfers into this Fund will be blocked for 30 calendar days after you have transferred more than \$5,000 out of this Fund.
ACTIVELY MANAGED CORE FUNDS		
Money Market	Money Market Fund	Objective: Preserve capital and provide current income.
		Benchmark: 3 Month T-Bills Index
Bond – U.S. Bonds	Active Bond Fund	Objective: Exceed the return of a broad U.S. investment-grade bond market index using an actively managed multi-manager approach.
		Benchmark: Bloomberg U.S. Aggregate Index
Stock – U.S. Stocks	Active U.S. Stock Fund**	Objective: Exceed the return of a broad market index of the largest 3,000 companies in the U.S. using an actively managed multi-manager approach.
		Benchmark: Russell 3000 Stock Index
Stock – International Stocks	Active International Stock Fund	Objective: Exceed the return of a broad stock market index of non-U.S. companies based in both developed and emerging markets using an actively managed multi- manager approach.
		Benchmark: MSCI All Country World excluding U.S. Stock Index
		Frequent Trading Policy: New transfers into this Fund will be blocked for 30 calendar days after you have transferred more than \$5,000 out of this Fund.

	CORE FUNDS	
LUMEN STOCK FUND — CLOSED TO NE	EW CONTRIBUTIONS	
Lumen stock	Lumen Stock Fund* *Due to lack of diversification, an investment in employer stock involves more risk than other funds.	The Lumen Stock Fund is a non- diversified fund, investing solely in shares of the common stock of Lumen with a small portion of its assets in cash or cash equivalents to provide liquidity for withdrawals and transfers out of the fund. The Lumen Stock Fund carries more risk than a diversified fund, which invests in many companies. Diversification in your overall portfolio is important. No new money can be invested in the Lumen Stock Fund.
		Benchmark: S&P 500 <sup>®</sup> Stock Index
S	ELF DIRECTED BROKERAGE ACCOU	INT
Personal Choice Retirement Account	<ul><li>Provides an opportunity to select investments in a wide variety of individual stocks, bonds, mutual funds, and ETFs.</li><li>Designed for knowledgeable investors, a PCRA is an Account within your retirement plan that offers expanded investment flexibility and control over how you choose to invest your money.</li></ul>	

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

Not FDIC Insured         May Lose Value         Not Bank Guaranteed		
---	--	--

# **APPENDIX I**

### AUTOMATIC ENROLLMENT EFFECTIVE DATE FOR COVERED UNION EMPLOYEES WHO ARE AUTOMATIC ENROLLEES

The VP of HR has discretionary authority to unilaterally revise this Appendix I at any time and from time to time in a manner consistent with the terms of the applicable collective bargaining agreement.

The Plan's automatic compensation reduction authorization and automatic annual escalation provisions, which are set forth in Section 3.1(h), shall apply as of the applicable Automatic Enrollment Effective Date indicated in the following table to the Covered Union Employees who are Automatic Enrollees, that is Covered Union Employees who (i) are represented by the local unions indicated in the following table and (ii) have an Employment Commencement Date or a Reemployment Commencement Date on or after the applicable Automatic Enrollment Effective Date.

Local Union	Location	Applicable Automatic Enrollment Effective Date
CWA 3176	Central Florida	1/1/21
CWA 3176A	Winter Park	1/1/21
CWA 7818	E Washington	1/1/21
CWA 7906	Oregon	1/1/21
CWA 7970	OR/WA	1/1/21
CWA D7 Q	Qwest	1/1/21
CWA 206 Q	Qwest	1/1/21
IBEW 824N	North Florida	3/25/21
IBEW 824S	South Florida	7/27/22
IBEW 396	Nevada (Plant)	1/1/21
IBEW 768	Montana	1/1/21
IBEW 843	Nebraska	1/1/21
IBEW 89	WA/OR	1/1/21
CWA 4671	Wisconsin	1/11/11

#### LUMEN 401(k) SAVINGS PLAN

Amended and Restated Effective October 15, 2020