

# Important Benefits Notice for the CenturyLink Combined Pension Plan

Distributed April 2017

This document is intended to serve as a “**Summary of Material Modifications**” (“**this SMM**”) pursuant to the requirements of section 104 of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”). This SMM notifies you of certain changes to the CenturyLink Combined Pension Plan, as amended and restated effective January 1, 2017 (the “**Plan**”). Capitalized words and phrases used but not defined in this SMM have the meanings assigned in the Plan to those words and phrases. If there is any conflict between the terms of the Plan document and this SMM, the terms of the Plan document will govern.

For your future reference, please keep this SMM with your copy of the Summary Plan Description for the Plan (“**SPD**”), which, for the CenturyLink Retirement Component, the Embarq Pension Component and the Qwest Pension Component was most recently printed and distributed in December 2014, and for the Madison River Retirement Component was most recently printed and distributed in January 2013, and the summaries of material modifications to those SPDs. If you need a copy of the SPD and any summaries of material modifications, please contact the Pension Service Center (for contact information, see “Questions?” below).

This SMM contains summaries of changes made to each of the Components of the Plan. To find the section of this SMM that may apply to you, refer to the following Table of Contents:

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## **Right to Amend and Other Reserved Rights**

CenturyLink, Inc. (the “**Company**”) and its delegate, the CenturyLink Plan Design Committee, each has reserved the right in its sole discretion, to change, modify, discontinue or terminate the Plan and/or any of the benefits under the Plan and/or contribution levels, with respect to all Participant classes, retired or otherwise, and their beneficiaries at any time without prior notice or consultation, subject to applicable law and subject to the terms of the applicable collective bargaining agreement. The CenturyLink Employee Benefits Committee (the “**Committee**”), as the Plan Administrator, may adopt, at any time, rules and procedures that it determines to be necessary or desirable with respect to the operation of the Plan. The Company has reserved to the Committee the right to interpret and resolve any ambiguities in the Plan or any document relating to the Plan.

## **Questions?**

If you have questions after reviewing this SMM, or if you need a copy of the previously issued SPD and summaries of material modifications for the Plan, you may call the Pension Service Center, Monday through Friday, from 8:00 a.m. to 7:00 p.m. Central time, at 800 729-7526, and selecting the pension information press-offs.

## **CENTURYLINK RETIREMENT COMPONENT**

### **of the CenturyLink Combined Pension Plan**

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In addition to the Important Benefit Information on page 12, this section of this SMM addresses material changes to the CenturyLink Retirement Component of the CenturyLink Combined Pension Plan, as amended and restated effective January 1, 2017.

Please keep this SMM with your copy of the Summary Plan Description for the CenturyLink Retirement Component, which was printed and distributed in December 2014 (and says "December, 2014" in the upper right hand corner of each page) (the "**CenturyLink December 2014 SPD**"), and other previously issued summaries of material modifications and required Plan notices. If you have questions about this SMM or your pension benefit from the CenturyLink Retirement Component of the Plan, or you need a copy of the SPD, call the Pension Service Center at 800-729-7526 and select the pension information press-offs.

The following sections of the CenturyLink December 2014 SPD are revised to summarize the material changes that have been made to the Plan. The effective dates of changes are noted below.

**1. The section "Agent for Service of Legal Process," on page 7 of the CenturyLink December 2014 SPD is revised by adding the following paragraph at the end of that section:**

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

**2. A new paragraph is added on page 14, to the end of Section 4: Applying for A Plan Benefit of the CenturyLink December 2014 SPD, as follows:**

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

**3. A new definition, "Project Based Employee," is added between "Plan Year" and "Retirement Kit" on page 27 of the CenturyLink December 2014 SPD, as follows:**

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

**4. The definition of "Spouse" on page 27 of the CenturyLink December 2014 SPD is revised as follows:**

**Spouse:** Effective June 26, 2013, Spouse means the individual to whom a Participant is lawfully married (on the earlier of the Participant's death or Annuity Starting Date) in accordance with

the laws of the jurisdiction in which the marriage was celebrated (that is, where the marriage was entered into), whether the marriage is by civil or religious ceremony or by common law, provided the individual has been lawfully married to the Participant for 12 consecutive months prior to the applicable date. If the marriage occurred in a foreign jurisdiction, Spouse means the individual to whom the Participant is lawfully married under the laws of that foreign jurisdiction but only if the relationship would be recognized as marriage under the laws of at least one state, possession, or territory of the United States, regardless of domicile. Spouse also shall include a former Spouse to the extent that a QDRO requires such former Spouse to be treated as a Spouse or a surviving Spouse.

5. **The definition of “Eligible Employees” in (a) Appendix A on page 29 and (b) Appendix B on page 45 of the CenturyLink December 2014 SPD is revised to add a new subsection (g), as follows:**

(g) after May 23, 2016, you are not categorized in the Company’s payroll system as a Project Based Employee.

6. **The fourth to the last paragraph in “Disability Retirement” in Appendix A on page 39 and Appendix B on page 54 of the CenturyLink December 2014 SPD is revised as follows:**

If you are eligible and choose to commence your Disability Retirement benefit prior to your Normal Retirement Date, you will receive a percentage of your Disability Retirement benefits as described in the Section titled “**Early Retirement,**” if you are otherwise eligible for an Early Retirement benefit.

7. **The last paragraph in “What Vesting Is All About” in (a) Appendix A on page 30, (b) Appendix B on page 46, (c) Appendix C on page 59, and (d) Appendix E on page 89 of the CenturyLink December 2014 SPD is revised as follows:**

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

8. **The last two paragraphs in “What Vesting Is All About” in Appendix D on page 76 of the CenturyLink December 2014 SPD are revised as follows:**

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

9. **A new paragraph is added to the end of “Lump Sum” in “How Your Benefit Is Paid” in (a) Appendix A, subsection (f)(iv) on page 43; (b) Appendix B, subsection (f)(iv) on page 58; (c) Appendix C, subsection (e)(iv) on page 74; (d) Appendix D, subsection (e)(iv) on page 88; and (e) Appendix E, subsection (e)(iii) on page 99 of the CenturyLink December 2014 SPD. These sections were previously modified by the July 2016 SMM (see item #8 in the July 2016 SMM).**

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

## **EMBARQ PENSION COMPONENT**

### **of the CenturyLink Combined Pension Plan**

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In addition to the Important Benefit Information on page 12, this section of this SMM addresses material changes to the Embarq Pension Component of the CenturyLink Combined Pension Plan, as amended and restated effective January 1, 2017.

Please keep this SMM with your copy of the Summary Plan Description for the Embarq Pension Component, which was printed and distributed in December 2014 (and says “December, 2014” in the upper right hand corner of each page) (the “**Embarq December 2014 SPD**”), and other previously issued SMMs and required Plan notices. If you have questions about this SMM or your pension benefit from the Embarq Retirement Component of the Plan, or you need a copy of the SPD, call the Pension Service Center at 800-729-7526 and select the pension information press-offs.

The following sections of the Embarq December 2014 SPD for the Embarq Pension Component are revised to summarize the material changes that have been made to the Plan. The effective dates of changes are noted below.

**1. The section “Agent for Service of Legal Process,” on page 7 of the Embarq December 2014 SPD is revised by adding the following paragraph at the end of that section:**

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

**2. A new paragraph is added on page 14, to the end of Section 4: Applying for A Plan Benefit, of the Embarq December 2014 SPD, as follows:**

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

**3. A new definition, “Project Based Employee,” is added between “Period of Service” and “Retirement Kit” on page 26 of the Embarq December 2014 SPD, as follows:**

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

**4. The definition of “Spouse” on page 26 of the Embarq December 2014 SPD is revised as follows:**

**Spouse:** Effective June 26, 2013, Spouse means the individual to whom a Participant is lawfully married (on the earlier of the Participant’s death or Annuity Starting Date) in accordance with the laws of the jurisdiction in which the marriage was celebrated (that is, where the marriage

was entered into), whether the marriage is by civil or religious ceremony or by common law, provided the individual has been lawfully married to the Participant for 12 consecutive months prior to the applicable date. If the marriage occurred in a foreign jurisdiction, Spouse means the individual to whom the Participant is lawfully married under the laws of that foreign jurisdiction but only if the relationship would be recognized as marriage under the laws of at least one state, possession, or territory of the United States, regardless of domicile. Spouse also shall include a former Spouse to the extent that a QDRO requires such former Spouse to be treated as a Spouse or a surviving Spouse.

**5. The definition of “Eligible Employees” in (a) Appendix A on page 27 and (b) Appendix B on page 43 of the Embarq December 2014 SPD is revised to add a new subsection (8), as follows:**

(8) After May 23, 2016, you are not categorized in the payroll system as a Project Based Employee.

**6. A new paragraph is added to the end of “Lump Sum” in “How Your Benefit Is Paid” in (a) Appendix A, subsection (f)(iii) on page 41; (b) Appendix B, subsection (f)(iii) on page 55; and (c) Appendix C, subsection (g)(iii) on page 68 of the Embarq December 2014 SPD. These sections previously were modified by the July 2016 SMM (see item #5 in the July 2016 SMM).**

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

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

## **MADISON RIVER RETIREMENT COMPONENT**

### **of the CenturyLink Combined Pension Plan**

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In addition to the Important Benefit Information on page 12, this section of this SMM addresses material changes to the Madison River Retirement Component of the CenturyLink Combined Pension Plan, as amended and restated effective January 1, 2017.

Please keep this SMM with your copy of the Summary Plan Description for the Madison River Retirement Component, which was effective January 1, 2013 (the “**Madison River 2013 SPD**”), and other previously issued summaries of material modifications and required Plan notices. If you have questions about this SMM or your pension benefit from the Madison River Retirement Component of the Plan, or you need a copy of the SPD, call the Pension Service Center at 800-729-7526 and select the pension information press-offs.

The following sections of the MRRP 2013 SPD for the Madison River Retirement Component are revised to summarize the material changes that have been made to the Plan. The effective dates of changes are noted below.

- 1. The section “Agent for Service of Legal Process,” on page 9 of the Madison River 2013 SPD is revised by adding the following paragraph at the end of that section:**

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

- 2. A new paragraph is added on page 15, to the end of Section 4: Applying for A Plan Benefit of the Madison River 2013 SPD, as follows:**

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

- 3. The definition, “Eligible Spouse,” on page 27 of the Madison River 2013 SPD, is revised as follows:**

**Eligible Spouse.** Eligible Spouse means, effective June 26, 2013, the individual to whom you are lawfully married in accordance with the laws of the jurisdiction in which the marriage was celebrated (that is, where the marriage was entered into), whether the marriage is by civil or religious ceremony or by common law, provided the individual has been lawfully married to you for 12 consecutive months prior to the earlier of the date your benefits under the Plan begin or your death. If the marriage occurred in a foreign jurisdiction, Spouse means the individual to whom the Participant is lawfully married under the laws of that foreign jurisdiction but only if the relationship would be recognized as marriage under the laws of at least one state, possession, or territory of the United States, regardless of domicile. Eligible Spouse shall also include a former spouse to the extent that a QDRO requires such former spouse to be treated as an Eligible Spouse.

4. **A new definition, "Project Based Employee," is added between "Plan Year" and "Qualifying Year of Service" on page 28 of the Madison River 2013 SPD, as follows:**

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

5. **The first paragraph of "Participation" in (a) Appendix A on page 29, (b) Appendix B on page 45, (c) Appendix C on page 59, and (d) Appendix D on page 77 of the Madison River 2013 SPD is revised to add a new subsection (5), as follows:**

(5) After May 23, 2016, Project Based Employees (as categorized in the Company's payroll system).

6. **The paragraph, "Compensation," in (a) "Accrued Benefit" of Appendix A on page 33, (b) "Normal Retirement Benefit" of Appendix B on page 50, and (c) "Accrued Benefit" of Appendix C on page 64 of the Madison River 2013 SPD is revised as follows:**

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

7. **A new paragraph is added to the end of "Lump Sum" in "How Your Benefit is Paid" in (a) Appendix A, subsection (f)(v) on pages 42-43, (b) Appendix B, subsection (f)(iv) on pages 56-57, (c) Appendix C, subsection (f)(v) on pages 74-75, and (d) Appendix D, subsection (f)(iv) on pages 88-89 of the Madison River 2013 SPD. These sections were previously modified by the July 2016 SMM (see item #7 in the July 2016 SMM).**

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

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

- 8. The following paragraphs are added to the end of “Death Benefits” in (a) Appendix A on page 44, (b) Appendix B on page 58, (c) Appendix C on page 76, and (d) Appendix D on page 90 of the Madison River 2013 SPD, as follows:**

If you had properly elected to receive a 75% Joint and Survivor Annuity or a 100% Joint and Survivor Annuity and you had named your Eligible Spouse as your joint annuitant, but you die before your Benefit Commencement Date, then your surviving Eligible Spouse will be entitled to a survivor benefit based on the actual form of joint and survivor annuity that you had elected, instead of the 50% Qualified Joint and Survivor Annuity described above.

See the section “Lump Sum” for information about the payment of your Plan benefit if you die after having elected to be paid a lump sum.

## **QWEST PENSION COMPONENT of the CenturyLink Combined Pension Plan**

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In addition to the Important Benefit Information on page 12, this section of this SMM addresses material changes to the Qwest Pension Component of the CenturyLink Combined Pension Plan, as amended and restated effective January 1, 2017.

Please keep this SMM with your copy of the Summary Plan Description for the Qwest Pension Component, which was printed and distributed in December 2014 and has “Effective December 31, 2014” on the cover page (the “**Qwest December 2014 SPD**”), and with other previously issued SMMs and required Plan notices. If you have questions regarding your pension benefit from the Qwest Pension Component or this SMM, call the Pension Service Center at 800-729-7526 and select the pension information press-offs.

The following sections of the Qwest December 2014 SPD are revised to summarize the material changes that have been made to the Plan. The effective dates of changes are noted below.

**1. The section titled “Agent for Service of Legal Process” on page 3 of the Qwest December 2014 SPD is revised to add the following statement:**

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

**2. Question 10, “Who is not a Covered Employee?,” on page 5 of the Qwest December 2014 SPD is revised to add a new arrow at the end of the list of types of individuals who are not Covered Employees:**

- After May 23, 2016, any Employee of the Controlled Group who is categorized in the Controlled Group payroll system as a Project Based Employee.

**3. Question 125, “What is the normal retirement age?” on page 52 of the Qwest December 2014 SPD is revised as follows:**

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

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

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

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

4. A new Question 137A is added to the Death Benefits section on page 56 of the Qwest December 2014 SPD, as follows:

**137A. What death benefits are available under the Qwest Pension Component of the Plan if you are a retiree (that is, you terminated employment and you were Service Pension Eligible on your termination date)?**

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

5. A new paragraph is added to the end of Question 204, “How do I file a Pension Claim?”, which begins on page 76 of the Qwest December 2014 SPD, as follows:

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

6. The definition of “Applicable Mortality Table” on page 83 of the Qwest December 2014 SPD is revised as follows:

<b>Applicable Mortality Table</b>	<p>The “applicable mortality table” means, for purposes of determining the minimum present value under Code section 417(e)(3), the mortality table specified by the Commissioner of Internal Revenue in revenue rulings, notices, or other guidance. With respect to Annuity Starting Dates after December 31, 2015, the Applicable Mortality Table is set forth in Notice 2015-53, and this table shall remain in effect until modified or superseded. With respect to Annuity Starting Dates after December 31, 2013, and prior to January 1, 2016, the Applicable Mortality table is set forth in Notice 2013-49. With respect to Annuity Starting Dates after December 31, 2008, and prior to January 1, 2014, the Applicable Mortality table is set forth in Notice 2008-85. With respect to Annuity Starting Dates after December 31, 2007, and prior to January 1, 2009, the Applicable Mortality Table is set forth in Revenue Ruling 2007-67. With respect to Annuity Starting Dates on or after December 31, 2002, and prior to January 1, 2008, the Applicable Mortality Table is set forth in Revenue Ruling 2001-62. Prior to December 31, 2002, the Applicable Mortality Table is set forth in Revenue Ruling 95-6. The applicable Mortality Tables are “unisex” mortality tables, which define a probability of death at each age.</p> <p>In the case of the Defined Lump Sum (DLS) formula and the Account Balance Formula (ABF) benefits, the Applicable Mortality Table used to convert the lump sum amount to an annuity is the table in effect when you terminate employment and not the table in effect on your Annuity Starting Date.</p> <p>If your pension benefit is determined under the DLS formula, your age 65 annuity amount, your immediate annuity amount and your lump sum at retirement or termination of employment will not be less than the amounts determined as of December 31, 2009, based on the interest rates and mortality table in effect on December 31, 2009.</p>
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7. The definition of “Covered Employee” on page 85 of the Qwest December 2014 SPD is revised to add clause (7), as follows:

<b>Covered Employee</b>	An Employee of the Company except for (1) leased employees, (2) non-resident aliens, (3) prior to January 1, 2008, an Occupational Employee of El Paso County Telephone Company, (4) Employees hired on or after January 1, 2007 to work on U. S. government contracts that specifically deny eligibility to participate, (5) effective January 1, 2007, Employees from non-U. S. subsidiaries or non-U.S. affiliates of Qwest who are assigned to work for finite periods of time while on a U. S. company payroll, (6) Management Employees hired after January 1, 2010, and (7) after May 23, 2016, any Employee of the Controlled Group who is categorized in the Controlled Group payroll system as a Project Based Employee.
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8. The definition of “Project Based Employee” is added between “Period of Severance” and “Promotion” on page 89 of the Qwest December 2014 SPD, as follows:

<b>Project Based Employee</b>	A “Project Based Employee” is an Employee who (a) is categorized in the Controlled Group’s payroll system as a “project based employee,” (b) is hired by the Controlled Group for a known period that is projected not to exceed an aggregate of 24 months, whether or not the months are consecutive, (c) is employed by the Controlled Group to perform services pursuant to a specific contract, which is between the Controlled Group and an external customer of the Controlled Group and which contains an assessed “completed by” date.
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9. The definition of “Spouse” on page 91 of the Qwest December 2014 SPD is revised as follows:

<b>Spouse</b>	Effective June 26, 2013, Spouse means the individual to whom a Participant is lawfully married (on the earlier of the Participant’s death or Annuity Starting Date) in accordance with the laws of the jurisdiction in which the marriage was celebrated (that is, where the marriage was entered into), whether the marriage is by civil or religious ceremony or by common law. If the marriage occurred in a foreign jurisdiction, Spouse means the individual to whom the Participant is lawfully married under the laws of that foreign jurisdiction but only if the relationship would be recognized as marriage under the laws of at least one state, possession, or territory of the United States, regardless of domicile. Spouse also shall include a former Spouse to the extent that a QDRO requires such former Spouse to be treated as a Spouse or a surviving Spouse.
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## **Important Benefit Information for all Components of the CenturyLink Combined Pension Plan**

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

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

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

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

### **For Questions or a Copy of the SPD**

If you have questions after reviewing this SMM, or if you need a copy of the previously issued SPD and summaries of material modifications for the Plan, you may call the Pension Service Center, Monday through Friday, from 8:00 a.m. to 7:00 p.m. Central time, at 800 729-7526, and selecting the pension information press-offs.