

Important Benefits Notice

Regarding the

CenturyLink Combined Pension Plan

Distributed June 2016

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 Retirement Combined Pension Plan, as amended and restated effective December 31, 2014, and as subsequently amended by Amendments 2015-1, 2015-2, 2015-3, 2015-4, 2015-5, 2015-6 and 2015-7 (the “**Plan**”). Please keep this SMM with your copy of the Summary Plan Description (“**SPD**”) for the Plan for future reference. This document summarizes only certain provisions of the Plan. If there is any conflict between the terms of the Plan document and this SMM, the terms of the Plan document will govern. CenturyLink, Inc. (the “**Company**”) has reserved to the Plan Administrator the right to interpret and resolve any ambiguities in the Plan or any document relating to the Plan.

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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Capitalized words and phrases that are not defined in this SMM will have the meanings assigned in the Plan to those words and phrases.

Right to Amend

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, specific written agreement and the terms of the Plan Document. 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.

Questions?

If you have questions after reviewing this SMM, you may call the CenturyLink 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.

Important Benefit Information: *If a clerical error or other mistake is made by the Company, the Plan Administrator, the Committee, CenturyLink Investment Management ("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.*

CENTURYLINK RETIREMENT COMPONENT

of the CenturyLink Combined Pension Plan

This section of this SMM addresses material changes to the CenturyLink Retirement Component of the CenturyLink Combined Pension Plan, as amended and restated effective December 31, 2014, that were made by Plan Amendments 2015-2, 2015-3, 2015-4, 2015-5, 2015-6 and 2015-7.

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

The following sections of the December 2014 SPD for the CenturyLink 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 paragraph “**Appendix A - CenturyLink Retirement Plan for Bargaining Employees**” under the section “**What Part of this Summary Plan Description Applies to Me?**” in Section 1: Introduction, on page 2, is revised as follows:

Appendix A – CenturyLink Retirement Plan for Bargaining Employees

This Appendix A and the terms of eligibility apply to you:

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

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

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

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

Union Local	Hired On or After	AND Before
CWA 3971, 3972, 3974	March 13, 2009	January 1, 2016
CWA 4370	April 1, 2007	July 1, 2014
CWA 4671	February 3, 2007	July 1, 2015
CWA 6171 Central	August 16, 2007	January 1, 2016
CWA 6171 Northwest	June 13, 2008	January 1, 2016

Union Local	Hired On or After	AND Before
CWA 6301, 6310, 6311, 6312, 6373	March 13, 2008	July 1, 2015
IBEW 257 (IBEW 257A)	January 1, 2007	July 1, 2016
IBEW 1106	April 1, 2007	January 1, 2014

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

2. A new paragraph is inserted after the end of “How To Apply for a Plan Benefit” in Section 4: Applying for a Plan Benefit, on page 11, as follows:

Lump Sum Window Offered in 2015. A limited-time distribution offer was made to certain vested Participants and Beneficiaries in the CenturyLink Retirement Component, the Embarq Pension Component and the Madison River Retirement Component of the CenturyLink Combined Pension Plan. The offer was for Participants and their eligible Beneficiaries who terminated employment with CenturyLink (or any predecessor employer) prior to June 1, 2015. The eligible Participants and/or Beneficiaries were notified of the opportunity to receive their pension benefit as a single lump sum payment or an immediately payable monthly annuity during a window election period from September 1, 2015 through October 30, 2015. The window election period is closed and the limited-time distribution offer is complete. If the Company should make a similar offer in the future, eligible Participants would be notified.

3. The definition of “Annuity Starting Date” in Section 7: Definitions, on page 25, is revised as follows:

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

4. A new definition of “Disability Plan” is added to Section 7: Definitions, on page 26, as follows:

Disability Plan: Disability Plan means, effective January 1, 2012, the CenturyLink, Inc. Disability Plan or any other applicable long-term disability plan (or similar plan providing disability income benefits) maintained by the Company or one of its affiliates.

5. A new definition of “Employee” is added to Section 7: Definitions, on page 26, as follows:

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

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

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

6. A new definition of “Severance from Employment” is added to Section 7: Definitions, on page 27, as follows:

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

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

7. The paragraph “Lump Sum” in the section “How Your Benefit is Paid” in each of the following Appendices to the SPD is revised to add information about how a lump sum payment will be distributed:

- **Appendix A, CenturyLink Retirement Plan (for Bargaining Employees) - A new subsection (f)(iii) is added on page 43;**
- **Appendix B, CenturyLink Retirement Plan (for Non-Bargaining Employees) - A new subsection (f)(iii) is added on page 58;**
- **Appendix C, Salaried Plan Portion of the CenturyLink Retirement Plan - A new subsection (e)(iii) is added on page 74;**
- **Appendix D, Hourly Plan Portion of the CenturyLink Retirement Plan - A new subsection (e)(iii) is added on page 88; and**
- **Appendix E, Ohio Plan Portion of the CenturyLink Retirement Plan - The existing first paragraph is to be numbered “(i)” and a new subsection (e)(ii) is added on page 99, as follows:**

If the Actuarial Equivalent of your Vested Accrued Benefit or your Eligible Spouse’s Vested Accrued Benefit is more than \$1,000 but not more than \$5,000 at the time of the distribution, and a timely election to roll your distribution over is not made, the benefit will automatically be rolled over to an individual retirement plan designated by the Committee.

8. The paragraph “Lump Sum” in the section “How Your Benefit is Paid” in each of the following Appendices to the SPD is revised to add information about how a lump sum payment will be distributed:

- **Appendix A, CenturyLink Retirement Plan (for Bargaining Employees) - A new subsection (f)(iv) is added on page 43;**
- **Appendix B, CenturyLink Retirement Plan (for Non-Bargaining Employees) - A new subsection (f)(iv) is added on page 58;**

- **Appendix C, Salaried Plan Portion of the CenturyLink Retirement Plan - A new subsection (e)(iv) is added on page 74;**
- **Appendix D, Hourly Plan Portion of the CenturyLink Retirement Plan - A new subsection (e)(iv) is added on page 88; and**
- **Appendix E, Ohio Plan Portion of the CenturyLink Retirement Plan - A new subsection (e)(iii) is added on page 99, as follows:**

A lump-sum benefit payment option is added to the existing benefit payment options in the Plan to give Participants additional flexibility and choice in their retirement planning. If you are a Participant, you may elect to receive your vested accrued benefit from the CenturyLink Retirement Component in a lump-sum payment if you terminate employment with a vested pension benefit on or after June 1, 2015, and you are not already receiving your pension as a monthly payment. Your Beneficiary also is eligible for the lump-sum benefit payment option.

If you terminated employment with CenturyLink before June 1, 2015, you are not eligible for the lump-sum benefit payment option, even if you have not yet elected to commence payment of your vested accrued benefit from the Plan as of June 1, 2015. Your pension benefit will be offered as an annuity payment in lieu of a lump sum.

If you are eligible, you may elect to receive your Plan benefit in lump-sum payment option only during a "Special Election Period". The Special Election Period generally is for 180 days from the date of your Severance from Employment with CenturyLink or, if later, 60 calendar days after you received your Pension Kit. After the Special Election Period expires, the lump sum (identified on your Pension Kit as "Lump Sum Payment Special Election Period") is no longer available to you as a form of payment. However, any other lump-sum benefit payment option currently offered to you under the Plan remains available and has not been changed.

9. The section "Normal Retirement Benefit" in each of the following Appendices to the SPD is revised to reflect the elimination of the workers' compensation offset for benefit payments beginning on or after June 1, 2015:

- **Appendix A, CenturyLink Retirement Plan (for Bargaining Employees) - Section A, "CenturyLink Non-Bargaining formula for Bargaining Employees," on page 33 and Section B, "CenturyLink Bargaining formula," on page 34;**
- **Appendix B, CenturyLink Retirement Plan for (Non-Bargaining Employees) - The section "CenturyLink Bargaining formula," on page 49;**
- **Appendix C, Salaried Plan Portion of the CenturyLink Retirement Plan - The section "Salaried Plan Formula" on page 63; and**
- **Appendix D, Hourly Plan Portion of the CenturyLink Retirement Plan - The section "Hourly Plan Formula" on page 79, as follows:**

The sentence: "Your Accrued Benefit will be reduced by any disability benefits you receive from government-sponsored programs (other than Social Security), such as Workers' Compensation" is deleted in its entirety and the following sentence is inserted in its place:

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

10. The paragraph "Participation" in Appendix A, CenturyLink Retirement Plan (for Bargaining Employees), on page 29, is revised as follows:

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

- You are an Eligible Employee,
- You complete 1 year of Eligibility Service, and
- You are hired or rehired, or you transferred into or became a member of the union local by any other method (such as, but not limited to: recall, job bid, any process by which the National Labor Relations Board orders, etc.) **prior to the Effective Date** listed in the chart below:

Union Local	Effective Date
CWA 3971, 3972, 3974	January 1, 2016
CWA 4370	July 1, 2014
CWA 4671	July 1, 2015
CWA 6171 Central	January 1, 2016
CWA 6171 Northwest	January 1, 2016
CWA 6301, 6310, 6311, 6312, 6373	July 1, 2015
CWA 7818	July 1, 2015
CWA 7906 (previously NTS 4444)	July 1, 2015
IBEW 89	July 1, 2015
IBEW 257 (IBEW 257A)	July 1, 2016
IBEW 768	January 1, 2015
IBEW 1106	January 1, 2014

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

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

11. The section “Disability Retirement” in Appendix A, CenturyLink Retirement Plan (for Bargaining Employees), is revised on page 39 (the information on page 38 remains unchanged) as follows:

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

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

- Your Years of Credited Service while you are on LTD through the earlier of (A) your retirement, (B) the date on which your eligibility for LTD ends, (C) if you’ve already commenced your benefit payments, the date the payments commenced, or (D) if payments have not commenced, the earlier of (1) December 31, 2015, if you are a Non-Represented Employee or (2) the “**Effective Date**” in the table below if you are a Represented Employee.
- Your Years of Vesting Service while you are on LTD through the earlier of (A) your retirement, (B) the date on which your eligibility for LTD ends, (C) if you’ve already commenced your benefit payments, the date the payments commenced, or (D) if payment has not commenced, the earlier of (1) December 31, 2015, if you are a Non-Represented Employee or (2) the “**Effective Date**” in the table below if you are a Represented Employee.
- Your Final Average Pay calculated with pay projected from your disability date while you are on LTD through the earlier of (A) your retirement, (B) the date on which your eligibility for LTD ends, (C) if you’ve already commenced your benefit payments, the date the payment commenced or (D) if payment has not commenced, the earlier of

(1) December 31, 2015, if you are a Non-Represented Employee or (2) the date in the table below if you are a Represented Employee. Your pay is projected based on your rate of pay in effect immediately prior to your disability.

- Your Social Security Covered Compensation determined at your disability date.

If you have less than 10 Years of Vesting Service as of your disability date, the Disability Retirement benefit will be based on:

- Your Years of Credited Service as of your disability date.
- Your Final Average Pay calculated as of your disability date.
- Your Social Security Covered Compensation determined at your disability date.
- Your Years of Vesting Service while you are on LTD through the earlier of (A) your retirement, (B) the date as of which your eligibility for LTD ends, (C) if you've already commenced your benefit payments, the date the payments commenced, or (D) if payment has not commenced, the earlier of (1) December 31, 2015, if you are a Non-Represented Employee or (2) the **“Effective Date”** in the table below if you are a Represented Employee.

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

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

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

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

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

12. The section “Disability Retirement” in Appendix B, CenturyLink Retirement Plan (for Non-Bargaining Employees), is revised on page 54 (the information on page 53 and the first paragraph on page 54 remains unchanged) as follows:

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

If you have 10 or more Years of Vesting Service as of your disability date, the Disability Retirement benefit includes:

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

If you have less than 10 Years of Vesting Service as of your disability date, the Disability Retirement benefit includes:

- Your Years of Credited Service as of your disability date or December 31, 2010, if earlier.
- Your Final Average Pay calculated as of your disability date or December 31, 2010, if earlier.
- Your Social Security Covered Compensation determined at your disability date.
- Your Years of Vesting Service while you are on LTD through the earlier of (A) your retirement, (B) that date as of which your eligibility for LTD ends, (C) if you’ve already commenced your benefit payments, the date the payments commenced, or (D) December 31, 2015, if payment has not commenced.

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.**”

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

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

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

13. The last three paragraphs of the section “Disability Retirement” in Appendix C, Salaried Plan Portion of the CenturyLink Retirement Plan, on page 71, are revised as follows:

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

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

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

14. The last five paragraphs of the section “Disability Retirement” in Appendix D, Hourly Plan Portion of the CenturyLink Retirement Plan, on page 84, are revised as follows:

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

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

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

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

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

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

15. The second paragraph on page 95 in the section “Disability Retirement” in Appendix E, Ohio Plan Portion of the CenturyLink Retirement Plan, is revised as follows:

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

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EMBARQ PENSION COMPONENT of the CenturyLink Combined Pension Plan

This section of this SMM addresses material changes to the Embarq Pension Component of the CenturyLink Combined Pension Plan, as amended and restated effective December 31, 2014, that were made by Plan Amendments 2015-2, 2015-3, 2015-4, 2015-6 and 2015-7.

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

The following sections of the 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 paragraphs titled “**Appendix B – Embarq Bargaining Unit Employees**” and “**Appendix C - Centel Bargaining Unit Employees**” under the section titled “**What Part of this Summary Plan Description Applies to Me?**” in **Section 1: Introduction, on pages 2 and 3, are revised as follows:**

Appendix B – Embarq Bargaining Unit Employees

This Appendix B and the terms of eligibility apply to you if you are, or were, an employee in one of the union locals listed in the following table and your employment in this union local occurs before the Hired Before date listed in the following table:

Union Local	Hired Before
CWA 1101	January 1, 2016
CWA 3176	January 1, 2016
CWA 3680 / 3680A / 3681 / 3682 / 3685	January 1, 2016
CWA 3871	July 1, 2015
CWA 4470/4471/4474/4475/4322	July 1, 2016
CWA 4700	July 1, 2015
CWA 6372 (KS/MO)	July 1, 2016
CWA 7970	January 1, 2015
CWA 13000	July 1, 2015
IBEW 2	July 1, 2013
IBEW 199S	January 1, 2015
IBEW 392	January 1, 2016
IBEW 688* * ONLY the titles of Retail Sales Consultant and Senior Retail Sales Consultant	April 22, 2014
IBEW 688 (all job titles except as noted in this table above)	January 1, 2016
IBEW 723	July 1, 2015
IBEW 827	July 1, 2013
IBEW 827A	July 1, 2013
IBEW 843	January 1, 2014
IBEW 1649	July 1, 2014
IBEW 1912	January 1, 2016
IBEW 1996	January 1, 2014

Union Local	Hired Before
IBEW 2337 (formerly IBEW 20)	January 1, 2015

Appendix C – Centel Bargaining Unit Employees

This Appendix C and the terms of eligibility apply to you if you are, or were, an employee in one of the union locals listed in the following table and your employment in this union local occurs before the Hired Before date listed in the following table and under the terms of the Agreement are eligible to participate in the Plan:

Union Local	Hired Before
CWA 2204	July 1, 2016
CWA 6174	January 1, 2015
IBEW 199N (formerly 1496)	January 1, 2016
IBEW 396	January 1, 2016
IBEW 396A	January 1, 2016
IBEW 1181	January 1, 2016
IBEW 1537	January 1, 2015
IBEW 3672	July 1, 2015

2. The following paragraph is inserted after the end of “How to Apply for a Plan Benefit” in Section 4: Applying for a Plan Benefit, on page 11:

Lump Sum Window Offered in 2015. A limited-time distribution offer was made to certain vested Participants and Beneficiaries in the Embarq Pension Component, the CenturyLink Retirement Component, and the Madison River Retirement Component of the CenturyLink Combined Pension Plan. The offer was for Participants and their eligible Beneficiaries who terminated employment with CenturyLink (or any predecessor employer) prior to June 1, 2015. The eligible Participants and/or Beneficiaries were notified of the opportunity to receive their pension benefit as a single lump sum payment or an immediately payable monthly annuity during a window election period from September 1, 2015 through October 30, 2015. The window election period is closed and the limited-time distribution offer is complete. If the Company should make a similar offer in the future eligible Participants would be notified.

3. The definition of “Annuity Starting Date” in Section 7: Definitions, on page 25, is revised as follows:

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

4. The paragraph “Lump Sum” in the section “How Your Benefit is Paid” in each of the following Appendices to the SPD is revised to add information about how a lump sum payment will be distributed:

- Appendix A (Embarq Non-Bargaining Employees) - Subsection (f)(ii), on page 41. is revised;
- Appendix B (Embarq Bargaining Employees) - Subsection (f)(ii), on page 55, is revised; and

- **Appendix C (Centel Bargaining Unit Employees) - Subsection (g)(ii), on page 68, is revised as follows:**

If the Actuarial Equivalent of a Participant's or Eligible Spouse's Vested Accrued Benefit is more than \$1,000 but not more than \$5,000 at the time of the distribution, and a timely election to roll it over is not made, the benefit will automatically be rolled over to an individual retirement plan designated by the Committee.

5. The paragraph "Lump Sum" in the section "How Your Benefit is Paid" in each of the following Appendices to the SPD is revised to add information about how a lump sum payment will be distributed:

- **Appendix A (for Embarq Non-Bargaining Employees) - A new subsection (f)(iii) is added on page 41;**
- **Appendix B (for Embarq Bargaining Employees) - A new subsection (f)(iii) is added on page 55; and**
- **Appendix C (for Centel Bargaining Unit Employees) - A new subsection (g)(iii) is added on page 68, as follows:**

A lump-sum benefit payment option is added to the existing benefit payment options in the Plan to give Participants additional flexibility and choice in their retirement planning. If you are a Participant, you may elect to receive your vested accrued benefit from the Embarq Pension Component in a lump-sum payment if you terminate employment with a vested pension benefit on or after the applicable Effective Date in the chart below, and you are not already receiving your pension as a monthly payment. Your Beneficiary also is eligible for the lump-sum benefit payment option.

If you terminated employment with CenturyLink before the applicable Effective Date in the chart below, you are not eligible for the lump-sum benefit payment option, even if you have not yet elected to commence payment of your Vested Accrued Benefit from the Plan as of the applicable Effective Date. Your pension benefit will be offered as an annuity payment in lieu of a lump sum.

If you are eligible, you may elect to receive your Plan benefit in a lump-sum benefit payment option only during a "Special Election Period". The Special Election Period generally is for 180 days from the date of your termination of employment with CenturyLink or, if later, 60 calendar days after you received your Pension Kit. After the Special Election Period expires, the lump sum (identified on your Pension Kit as "Lump Sum Payment Special Election Period") is no longer available to you as a form of payment. However, any lump-sum benefit payment option currently offered to you under the Plan remains available and has not been changed.

Employee Group	Effective Date of Lump Sum Benefit Option
Non-bargaining employees	June 1, 2015
CWA 1101	June 1, 2015
CWA 2204	July 1, 2016
CWA 3176	January 1, 2016
CWA 3176A	June 1, 2015
CWA 3672	June 1, 2015
CWA 3680/3680A/3681/3682/3685	January 1, 2016
CWA 3871	June 1, 2015
CWA 4470/4471/4474/4475/4322	July 1, 2016
CWA 4700	June 1, 2015
CWA 6174	June 1, 2015

Employee Group	Effective Date of Lump Sum Benefit Option
CWA 6372 (KS/MO)	July 1, 2016
CWA 7970	June 1, 2015
CWA 13000	June 1, 2015
CWA 13000B	June 1, 2015
CWA 13000C	June 1, 2015
IBEW 2	June 1, 2015
IBEW 199S	June 1, 2015
IBEW 199N (formerly 1496)	June 1, 2015
IBEW 392	January 1, 2016
IBEW 396	January 1, 2016
IBEW 396A	January 1, 2016
IBEW 688	January 1, 2016
IBEW 688R	June 1, 2015
IBEW 723	June 1, 2015
IBEW 827	June 1, 2015
IBEW 827A	June 1, 2015
IBEW 843	June 1, 2015
IBEW 1181	January 1, 2016
IBEW 1537	June 1, 2015
IBEW 1649	June 1, 2015
IBEW 1912	January 1, 2016
IBEW 1996	June 1, 2015
IBEW 2337 (formerly 20)	June 1, 2015

6. **The section “Normal Retirement Benefit” in Appendix A, Embarq Non-Bargaining Employee, on page 31, is revised to reflect the elimination of the workers’ compensation offset for benefit payments beginning on or after June 1, 2015, as follows:**

The paragraph: “Your Accrued Benefit is frozen as of December 31, 2010. Your Accrued Benefit will be reduced by any disability benefits you receive from government-sponsored programs (other than Social Security), such as Workers’ Compensation” is deleted in its entirety and the following paragraph is inserted in its place:

Your Accrued Benefit is frozen as of December 31, 2010. Your Accrued Benefit will not be reduced by Worker’s Compensation payments if your Benefit Commencement Date is on or after June 1, 2015.

7. **The section “Normal Retirement Benefit” in each of the following Appendices is revised to reflect the elimination of the workers’ compensation offset for benefit payments beginning on or after June 1, 2015:**

- **Appendix B (Embarq Bargaining Employees) - The section “Embarq Bargaining Formula” on page 48, and**
- **Appendix C (Centel Bargaining Employees) - The section “Centel Bargaining Formula” on page 60, as follows:**

The sentence: “Your Accrued Benefit will be reduced by any disability benefits you receive from government-sponsored programs (other than Social Security), such as Workers’ Compensation” is deleted in its entirety and the following sentence is inserted in its place:

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

8. The section “Disability Retirement” in each of the following Appendices is revised to reflect the elimination of the workers’ compensation offset for benefit payments beginning on or after June 1, 2015:

- Appendix A (Embarq Non-Bargaining Employees), on page 37;
- Appendix B (Embarq Bargaining Employees), on page 52; and
- Appendix C (Centel Bargaining Unit Employees), on page 65, as follows:

The sentence: “Disability Retirement Benefits are reduced by any disability benefits received from government-sponsored programs (other than Social Security), such as Workers’ Compensation” is deleted in its entirety and the following sentence is inserted in its place:

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

9. The section “Participation” in Appendix B (Embarq Bargaining Employees), on page 44, is revised as follows:

Each employee who is covered under a collective bargaining agreement that provides for membership in the Plan will become a Participant in the Plan if the employee is both (1) an Eligible Employee and (2) was hired, rehired, transferred into or became a member of the union local by any other method (such as, but not limited to: recall, job bid, any process by which the National Labor Relations Board orders, etc.) **prior to** the applicable **Hired Before** date listed in the chart below:

Union Local	Hired Before
CWA 1101	January 1, 2016
CWA 3176	January 1, 2016
CWA 3680 / 3680A / 3681 / 3682 / 3685	January 1, 2016
CWA 3871	July 1, 2015
CWA 4470/4471/4474/4475/4322	July 1, 2016
CWA 4700	July 1, 2015
CWA 6372 (KS/MO)	July 1, 2016
CWA 7970	January 1, 2015
CWA 13000	July 1, 2015
IBEW 2	July 1, 2013
IBEW 199S	January 1, 2015
IBEW 392	January 1, 2016
IBEW 688* *ONLY the titles of Retail Sales Consultant and Senior Retail Sales Consultant	April 22, 2014
IBEW 688 (all job titles except as noted in this table above)	January 1, 2016
IBEW 723	July 1, 2015
IBEW 827	July 1, 2013
IBEW 827A	July 1, 2013
IBEW 843	January 1, 2014
IBEW 1649	July 1, 2014
IBEW 1912	January 1, 2016
IBEW 1996	January 1, 2014
IBEW 2337 (formerly IBEW 20)	January 1, 2015

If you meet these criteria, you will become a Participant on the first day of the month coincident with or following the month in which the above requirements are met.

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

10. The section “Participation” in Appendix C (Centel Bargaining Unit Employees), on page 57, is revised as follows:

Eligible Employees will become Participants on their first day of employment if they are hired, rehired, transferred into or become members of the union local by any other method (such as, but not limited to: recall, job bid, any process by which the National Labor Relations Board orders, etc.) **prior to the applicable Hired Before date** listed in the chart below:

Union Local	Hired Before
CWA 2204	July 1, 2016
CWA 6174	January 1, 2015
IBEW 199N (formerly 1496)	January 1, 2016
IBEW 396	January 1, 2016
IBEW 396A	January 1, 2016
IBEW 1181	January 1, 2016
IBEW 1537	January 1, 2015
IBEW 3672	July 1, 2015

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

MADISON RIVER RETIREMENT COMPONENT of the CenturyLink Combined Pension Plan

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 December 31, 2014, that were made by Plan Amendments, 2015-3, 2015-4.

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

The following sections of the 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. A new paragraph is inserted after the end of “How To Apply for a Plan Benefit” in Section 4: Applying for a Plan Benefit, on page 14, as follows:

Lump Sum Window Offered in 2015. A limited-time distribution offer was made to certain vested Participants and Beneficiaries in the Madison River Retirement Component, the CenturyLink Retirement Component, and the Embarq Pension Component of the CenturyLink Combined Pension Plan. The offer was for Participants and their eligible Beneficiaries who terminated employment with CenturyLink (or any predecessor employer) prior to June 1, 2015. The eligible Participants and/or Beneficiaries were notified of the opportunity to receive their pension benefit as a single lump sum payment or an immediately payable monthly annuity during a window election period from September 1, 2015 through October 30, 2015. The window election period is closed and the limited-time distribution offer is complete. If the Company should make a similar offer in the future eligible Participants would be notified.

2. The definition of “Annuity Starting Date” in Section 7: Definitions, on page 27, is revised as follows:

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

3. A new definition of “Disability Plan” is added to Section 7: Definitions, on page 27, as follows:

Disability Plan: Disability Plan means, effective January 1, 2012, the CenturyLink, Inc. Disability Plan or any other applicable long-term disability plan (or similar plan providing disability income benefits) maintained by the Company or one of its affiliates.

4. A new definition of “Employee” is added to Section 7: Definitions, on page 27, as follows:

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

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

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

5. The definition of “Vested” in Section 7: Definitions, on page 28, is revised as follows:

Vested: Vested means that you have earned a right to a pension benefit in the Plan. You are considered to be Vested if you complete five Years of Vesting Service. You also are Vested immediately on the date you are determined to be eligible for a Disability Retirement Benefit under the “Eligibility for Disability Retirement Benefit” provisions listed in Appendix A (pages 39-40), Appendix B (pages 53-54), Appendix C (pages 70-72), or Appendix D (pages 85-86).

6. The paragraph “Lump Sum” in the section “How Your Benefit is Paid” in each of the following Appendices to the SPD is revised to add information about how a lump-sum benefit payment will be distributed:

- **Appendix A (Coastal Utilities, Inc. Non-Bargaining Employees) - A new subsection (f)(iv) is added on pages 42-43;**
- **Appendix B (Gallatin River Communications, L.L.C., Madison River Communications, LLC, Non-Bargaining Employees) - A new subsection (f)(iii) is added on pages 56-57;**
- **Appendix C (Mebtel, Inc.(Mebtel Communications), Non-Bargaining Employees), A new subsection (f)(iv) is added on pages 74-75; and**
- **Appendix D (Bargaining Unit Employees of Gallatin River Communications, L.L.C. Represented by Local Unions CWA 4217 Galesburg and IBEW 21) - A new subsection (f)(iii) is added on pages 88-89, as follows:**

If the Actuarial Equivalent of your or your Eligible Spouse’s vested accrued benefit is more than \$1,000 but not more than \$5,000 at the time of the distribution, and a timely election to roll it over is not made, the Plan benefit will automatically be rolled over to an individual retirement plan designated by the Committee.

7. The paragraph “Lump Sum” in the section “How Your Benefit is Paid” in each of the following Appendices to the SPD is revised to add information about how a lump sum payment will be distributed:

- **Appendix A (Coastal Utilities, Inc. Non-Bargaining Employees) - A new subsection (f)(v) is added on pages 42-43;**
- **Appendix B (Gallatin River Communications, L.L.C., Madison River Communications, LLC, Non-Bargaining Employees) - A new subsection (f)(iv) is added on pages 56-57;**
- **Appendix C (Mebtel, Inc. (Mebtel Communications), Non-Bargaining Employees) - A new subsection (f)(v) is added on pages 74-75; and**
- **Appendix D (Bargaining Unit Employees of Gallatin River Communications, L.L.C. Represented by Local Unions CWA 4217 Galesburg and IBEW 21) - A new subsection (f)(iv) is added on pages 88-89, as follows:**

A lump-sum benefit payment option is added to the existing benefit payment options in the Plan to give Participants additional flexibility and choice in their retirement planning. If you are a Participant,

you may elect to receive your vested accrued benefit from the Madison River Retirement Component in a lump-sum payment if you terminate employment with a vested pension benefit on or after June 1, 2015, and you are not already receiving your pension as a monthly payment. Your Beneficiary also is eligible for the lump-sum benefit payment option.

If you terminated employment with CenturyLink before June 1, 2015, you are not eligible for the lump-sum benefit payment option, even if you have not yet elected to commence payment of your vested accrued benefit from the Plan as of June 1, 2015. Your pension benefit will be offered as an annuity payment in lieu of a lump sum.

If you are eligible, you may elect to receive your Plan benefit in lump-sum payment option only during a "Special Election Period". The Special Election Period generally is for 180 days from the date of your termination of employment with CenturyLink or, if later, 60 calendar days after you received your Pension Kit. After the Special Election Period expires, the lump sum (identified on your Pension Kit as "Lump Sum Payment Special Election Period") is no longer available to you as a form of payment. However, any other lump-sum benefit payment option currently offered to you under the Plan remains available and has not been changed.

8. The section "Disability Retirement" in the following Appendices is revised:

- **In Appendix A (Coastal Utilities, Inc. Non-Bargaining Employees) - The second to last paragraph on page 40 is revised,**
- **In Appendix B (Gallatin River Communications, L.L.C., Madison River Communications, LLC, Non-Bargaining Employees) - The second to last paragraph on page 54 is revised; and**
- **In Appendix C (Mebtel, Inc (Mebtel Communications), Non-Bargaining Employees) - The second paragraph on page 72, is revised as follows:**

As you can see from the above table, a Disability Retirement Benefit is identical to an Early Retirement Benefit, except that it may begin earlier than age 55. However, if payments begin before age 55, they will be further reduced actuarially for each additional year that payments start earlier than age 55. Your Disability Retirement benefit can be paid under the same options as those explained in the Section titled, "**How Your Benefit is Paid**", except as the lump sum described under section (f)(v) in the paragraph "Lump Sum" in that Section.

9. The last sentence on page 86 of section "Disability Retirement" in Appendix D (Bargaining Unit Employees of Gallatin River Communications, L.L.C. Represented by Local Unions CWA 4217 Galesburg and IBEW 21) is revised as follows:

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

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QWEST PENSION COMPONENT

of the CenturyLink Combined Pension Plan

This section of this SMM addresses material changes to the Qwest Pension Component of the CenturyLink Combined Pension Plan, as amended and restated effective December 31, 2014, that were made by Plan Amendments 2015-1.

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

The following sections of the December 2014 SPD for the CenturyLink 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 heading for Questions 47 through 57 in the Table of Contents, on page ii, is revised as follows:

Account Balance Formula (ABF) for Occupational Employees Hired or Rehired on and after January 1, 2009, for Management Employees Hired or Rehired after December 31, 2008 who transfer to a Legacy Qwest Occupational position, for Employees of Legacy CenturyLink or Legacy Embarq who transfer to Legacy Qwest as an Occupational Employee after March 31, 2011, and for Legacy Qwest Management Employees hired or rehired prior to January 1, 2009 who transfer to a Legacy Qwest Occupational position after April 30, 2015.

2. The 3rd arrow in Question 32, on page 11, is revised as follows:

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

3. The 7th arrow in Question 33, on page 11, is revised as follows:

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

4. The second paragraph of section “Pension Benefits Available to Occupational Employees Who Are Not Sales Employees” in Question 34, on page 12, is revised as follows:

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

5. The second paragraph of section “Pension Benefits Available to Occupational Employees Who Are Not Sales Employees” in Question 42, on page 16, is revised as follows:

If you were hired or rehired after January 1, 2009 as an Occupational Employee, or you were a Legacy Qwest Management Employee hired or rehired after December 31, 2008 and transferred to a

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

6. The 4th arrow of section “Account Balance Formula (ABF) For:” in Question 46, on page 18, is revised as follows:

➤ **LEGACY QWEST MANAGEMENT EMPLOYEES HIRED OR REHIRED PRIOR TO JANUARY 1, 2009 WHO TRANSFER TO A LEGACY QWEST OCCUPATIONAL POSITION AFTER APRIL 30, 2015.**

7. The 4th arrow in Question 47, on page 19, is revised as follows:

➤ Management Employees who were hired or rehired prior to January 1, 2009 and who transfer to a Legacy Qwest Occupational position after April 30, 2015.

8. The answer to Question 170, on page 68, is revised as follows:

In general, if you transfer to an Occupational position from a Management position after December 31, 2000 (or you are reemployed after that date), your pension will be the sum of the Management pension benefit earned through the earlier of the date of transfer or December 31, 2009 plus the Occupational benefit earned on and after the transfer. Your Management pension benefit earned up to the date of transfer will be based on the Management provisions of the Plan (ABF, DLS formula and/or OMF, as applicable to your particular situation earned through the earlier of December 31, 2009 or your termination of employment) in effect at the time of your transfer; PCS and compensation after the transfer are ignored for purposes of the Management formulas. Your pension benefit following the date of transfer will be based on the Occupational provisions; your service and compensation earned while you were a Management Employee is ignored for this purpose. This combined benefit is referred to as a “Combination Benefit.” If you transfer to an Occupational position from a Management position after April 30, 2015 (or you are reemployed after December 31, 2008), your pension benefit will be the sum of the Management pension benefit earned through the earlier of your termination of employment or December 31, 2009 plus the Occupational pension benefit earned under the Account Balance Formula for Occupational Employees on and after the date of the transfer.

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