

CenturyLink Retiree Life Insurance and Annuity Plan

SUMMARY PLAN DESCRIPTION

For
Legacy Qwest Senior Management

CenturyLink, Inc.
Effective January 1, 2019

CenturyLink Retiree Life Insurance and Annuity Plan Legacy Qwest Senior Management

TABLE OF CONTENTS

INTRODUCTION	1
<i>Reserved Rights.....</i>	<i>2</i>
<i>How to Use this Document.....</i>	<i>2</i>
<i>What is an SPD?.....</i>	<i>2</i>
<i>General SPD Information</i>	<i>3</i>
LIFE INSURANCE PLANS	3
POST-RETIREMENT ANNUITANT BENEFIT PLAN	5
COMMON FEATURES OF THE LIFE PLAN	6
<i>Eligibility.....</i>	<i>6</i>
<i>Your Beneficiary.....</i>	<i>6</i>
<i>When Coverage Begins</i>	<i>7</i>
<i>Cost of Coverage</i>	<i>7</i>
<i>Income Taxes on the Value of Your Life Insurance</i>	<i>7</i>
<i>How To File a Claim.....</i>	<i>7</i>
<i>Recovery of Payments</i>	<i>8</i>
<i>Benefits Assignment.....</i>	<i>8</i>
<i>Release of Medical or Confidential Information</i>	<i>8</i>
<i>When Coverage Ends</i>	<i>8</i>
<i>Converting to Individual Insurance</i>	<i>8</i>
RETIREE BASIC LIFE INSURANCE.....	10
<i>Eligibility.....</i>	<i>10</i>
<i>Amount of Coverage</i>	<i>10</i>
<i>Cost of Coverage</i>	<i>10</i>
<i>How the Plan Pays Benefits</i>	<i>10</i>
POST-RETIREMENT BASIC LIFE INSURANCE	11
<i>Eligibility.....</i>	<i>11</i>
<i>Amount of Coverage</i>	<i>11</i>
<i>Cost of Coverage</i>	<i>11</i>
<i>How the Plan Pays Benefits.....</i>	<i>11</i>
ALTERNATE DEATH BENEFIT LIFE INSURANCE	12
<i>Eligibility.....</i>	<i>12</i>
<i>Amount of Coverage</i>	<i>12</i>
<i>Cost of Coverage</i>	<i>13</i>
<i>How the Plan Pays Benefits</i>	<i>13</i>
ACCELERATED BENEFITS FOR BASIC, POST-RETIREMENT BASIC, AND ALTERNATE DEATH BENEFIT LIFE INSURANCE.....	13
POST-RETIREMENT ANNUITANT’S BENEFIT PLAN	15
<i>Eligibility.....</i>	<i>15</i>
<i>Amount of Coverage</i>	<i>15</i>
<i>Cost of Coverage</i>	<i>15</i>
<i>How the Plan Pays Benefits</i>	<i>15</i>
NOTICE AND PROOF OF CLAIM	16
CLAIMS APPEAL PROCEDURE	17

IMPORTANT INFORMATION ABOUT THE PLANS	18
<i>Statement of ERISA Rights</i>	<i>18</i>
<i>Plan Amendments</i>	<i>19</i>
<i>Interpretation of the Plan</i>	<i>19</i>
<i>Plan Name and Type.....</i>	<i>19</i>
<i>Plan Financing and Administration</i>	<i>20</i>
<i>Plan Sponsor.....</i>	<i>20</i>
<i>Plan Administrator and Agent for Service of Legal Process.....</i>	<i>20</i>
<i>Limitation on Civil Actions.....</i>	<i>20</i>
<i>Clerical Error</i>	<i>20</i>
<i>Records And Information and Your Obligation to Furnish Information</i>	<i>20</i>
<i>Circumstances That May Affect Your Plan Benefits</i>	<i>20</i>
<i>Consequences of Falsification or Misrepresentation.....</i>	<i>22</i>
GLOSSARY.....	23
APPENDIX	26

INTRODUCTION

CenturyLink, Inc. (hereinafter “CenturyLink” or “Company”) is pleased to provide you with this Summary Plan Description (hereinafter “Benefit Summary” or “SPD”). This SPD presents an overview of the general plan provisions, rights and responsibilities under the CenturyLink Retiree Life Insurance Plan (the “Life Plan”) and might also be referred to as “Senior Management Retiree Life”, “Retiree Life”, “Life Insurance Plan”, “Annuitant Benefit Plan” or “Plan”. Collectively, this SPD must be read in conjunction with the *General Information SPD*.

The effective date of this updated SPD is January 1, 2019. This SPD summarizes Retiree Life Insurance if you were once a level at or above Department Level or equivalent Fifth Level was attained and the position was determined by the Board of Directors of the employee’s Company to be within the Senior Management Group. Eligibility requirements for each Plan vary; each Senior Manager may not be eligible for all Plans. See Eligibility Section of each Plan. This SPD, together with other plan documents (such as the Summary of Material Modifications (SMM), General Information SPD, and materials you receive at Annual Enrollment) briefly describe your Benefits as well as rights and responsibilities under the Plan. This SPD is intended to accurately reflect the provisions of the group Retiree Life insurance policy that underwrite the CenturyLink Retiree Life Insurance Plan.

The Senior Management Basic Life, Post-Retirement Basic Life and Senior Management Alternate Death Benefit Life Insurance Plan became effective on the later of December 20, 1978, or the date the Company’s Board of Directors approved the Plan for Senior Managers on the active payroll on or after December 20, 1978. The Senior Management Post-Retirement Annuitant’s Benefit Plan became effective on September 16, 1981 and it applies to all such retirements which began on or after August 10, 1980 provided the insured senior manager or senior management retiree had not died prior to the effective date.

Since this is only a summary of the policy, it does not cover all details found in the group policy. In the event of any discrepancy between this SPD and the official Plan Document, the group insurance policy shall govern.

The Retiree Life plan as described in this SPD is a part of your total retirement package from CenturyLink. You are encouraged to review this information carefully and keep it for future reference.

No changes were made to the coverage available under the Plan as of January 1, 2019.

Questions regarding your retiree life insurance benefits should be directed to the following:

CenturyLink Life Recordkeeping Customer Service Number (MetLife): 1-866-492-6983
Customer Service Hours of Operation are: 8:00 a.m. – 11:00 p.m. Monday – Friday (ET)

However, you may also contact the Plan Administrator, the CenturyLink Employee Benefits Committee (EBC) directly. You may contact the EBC at:

CenturyLink, Inc.
Human Resources
214 East 24th Street
Vancouver, WA 98663

Reserved Rights

CenturyLink reserves the right to amend, change or terminate the Plan and any of the Benefits provided under the Plan – with respect to all classes of covered or “eligible” persons, retired or otherwise --- without prior notice to or consultation with any covered or “eligible” person, subject only to applicable law and if applicable, collective bargaining agreements or other written applicable agreements.

The Plan Administrator has the right and discretion to determine all matters of fact or interpretation relative to the administration of the Plans - including questions of eligibility, interpretations of the Plan’s provisions and any other matter. The decisions of the Plan Administrator and any other person or group to whom such discretion has been delegated, including the Claims Administrator (the Insurer), shall be conclusive and binding on all persons. More information about the Plan Administrator and the Claims Administrator can be found in the Appendix of this SPD.

No Company Employee or vendors hired by CenturyLink can be responsible for advising you on the tax effects of your participation in the Plan as described in this SPD. Because tax laws are constantly changing, you should consult a tax advisor if you have questions about how participation in any Company plans will affect your personal tax situation.

How to Use this Document

This SPD is provided to explain how the Plans work. It describes your Benefits and rights as well as your obligations under the Plan. It is important for you to understand that because this SPD is only a summary, it cannot cover all of the details of the Plans or how the rules will apply to every person in every situation. All of the specific rules governing the Plan are contained in the official Plan Document and underlying group insurance policy. You and your beneficiaries may examine the Plan Document and insurance policy, other documents relating to the Plan during regular business hours or by appointment at a mutually convenient time in the office of the Plan Administrator or you may request a copy. For additional information, refer to *Statement of ERISA Rights*.

Capitalized terms are defined in the *Glossary* section and throughout this SPD. All uses of "we," "us," and "our" in this document, are references to the Claims Administrator or CenturyLink. References to "you" and "your" are references to people who are Covered Persons as the term is defined in the *Glossary*.

You are encouraged to read and keep all SPDs and any attachments (summary of material modifications (“SMMs”), amendments, and addendums) for future reference.

What is an SPD?

This SPD is designed to provide you with a general description, in non-technical language, of the life insurance benefits and coverages available under the Plan, without describing all the details set forth in all the Plan Document. Other important details can be found in the Plan Document. This SPD is not the Plan Document. The legal rights and obligations of any person having any interest in the Plan are determined solely by the provisions of the Plan Document. If any of the terms of the Plan Document are in conflict with the contents of the SPD, the Plan Document and insurance policy will always govern. The Plan Document and this SPD supersede any and all prior documents you may have been provided regarding your benefits under the Plan.

See the *General Information SPD* for more information as noted below.

General SPD Information

The Life Insurance Benefits are offered under the Plan. Refer to the *General Information SPD* for General Plan information including, but not limited to, the following sections:

- Eligibility
- When Coverage Begins
- When Coverage Ends
- Questions, Complaints, How to Appeal a Claim
- The Plan's Right to Restitution
- Plan Information (e.g. Plan Sponsor and EIN, administration, contact information, Plan Number, etc.)
- Your ERISA Rights
- Glossary of Defined Terms

LIFE INSURANCE PLANS

The CenturyLink Life Plans provide a wide range of coverage in the event of death.

- The **Retiree Basic Life Insurance Benefit** under the Life Plan pays benefits in the form of a lump sum payment to your beneficiary(ies) if you die while covered.
- The **Senior Management Post-Retirement Basic Life Insurance Benefit** under the Life Plan pays benefits in the form of a lump sum payment to your beneficiary(ies) if you die while covered.
- The **Senior Management Alternate Death Benefit Life Insurance Benefit** under the Life Plan pays benefits in the form of a lump sum payment only to a beneficiary as described in the section for this Plan if you die while covered.

For assistance in understanding terminology associated with the administration of your benefit plan, please refer to the Glossary.

POST-RETIREMENT ANNUITANT BENEFIT PLAN

- The **Senior Management Post-Retirement Annuity** is completely separate from the Life Plan. Annuity Benefits, if applicable, payable on a monthly basis to an eligible beneficiary. For further information, please see the section Post-Retirement Annuitant's Benefit Plan section of this SPD.

For assistance in understanding terminology associated with the administration of your benefit plan, please refer to the Glossary.

COMMON FEATURES OF THE LIFE PLAN

Eligibility

You were eligible for Basic, Post-Retirement, and Alternate Death Benefit Life insurance if you were once a level at or above Department Level or equivalent Fifth Level was attained and the position was determined by the Board of Directors of the employee's Company to be within the Senior Management Group. Eligibility requirements for each Plan vary; each Senior Manager may not be eligible for all Plans. See Eligibility Section of each Plan. Additionally, see the *General Information SPD* for more information regarding eligibility.

With respect to a Dual Retiree, in the event you are a retiree from a legacy CenturyLink company and were rehired by a legacy CenturyLink company, and later re-retired again from a legacy CenturyLink company, please refer to Your Retiree SPDs or Departing Employee Guide for those legacy companies for further information.

Any Dependent Supplemental/Optional Life you had in effect prior to your retirement is not allowed to continue once you retire.

Your Beneficiary

Your beneficiary is the person you choose to receive survivor benefits in the event of your death. You may name any person(s), your estate, almost any organization or a trust as the beneficiary(ies) under your CenturyLink Life Insurance Plan (the "Life Plan"). You may name one beneficiary or divide the benefit among multiple beneficiaries. If you name multiple beneficiaries, you must specify the percentage each beneficiary will receive. You also may name different beneficiary(ies) for each Plan.

It is important to specify your beneficiary(ies) designation clearly when you enroll. In the event that a beneficiary is named for one coverage but not the others, **the named beneficiary will apply to all coverages.**

If no beneficiary is alive on the date of your death or you have not elected a beneficiary, the benefit will be paid as follows:

1. to your spouse or domestic partner, if living; or
2. if there is no surviving spouse or domestic partner, to your surviving children in equal shares; or
3. if there is no surviving spouse or domestic partner or children, to your surviving parents in equal shares; or
4. if there is no surviving spouse or domestic partner, children or parents, to your surviving brothers and sisters in equal shares; or
5. if there is no surviving spouse or domestic partner, children, parents, brothers or sisters, to your surviving grandparents in equal shares;
6. if none of the above, to your estate.

Please confirm that you have designated beneficiaries for all of your life insurance plans by calling **CenturyLink Life Recordkeeping Customer Service Number 1-866-492-6983 as MetLife is the recordkeeper of beneficiary designations.** If there is no beneficiary designation on file upon your death, any eligible amount will be payable according to the plan rules and may not be whom you intended to receive the benefit. In addition, naming a beneficiary and having all the information on file may expedite the claim processing.

Important Note About Naming Minor Children: If you name your minor child(ren) as beneficiary(ies), please be advised that the Plan will be unable to pay benefits to them until the earlier of:

1. The date your child(ren) reach the age of majority (usually age 18 or 21), depending on applicable state); or
2. The date a legal guardian of the minors' estate has been appointed by a court. This can be a costly process, and state laws may limit who may be named as guardian of an estate.

When Coverage Begins

Coverage for Retiree Basic Life, Post-Retirement Life, and Alternate Death Benefit Life insurance coverage normally begins coincident with the first of the month following your retirement.

Cost of Coverage

The Retiree Basic, Post-Retirement and Alternate Death Benefit Life Plans and the Post-Retirement Annuitant Benefit are insured plans, which mean that the cost of coverage is based on the premium charged by the insurance company. The premium is currently paid by the Company.

Income Taxes on the Value of Your Life Insurance

Company Paid Group Term Life coverage up to \$50,000 is a tax-free benefit to retirees. Company Paid Life insurance coverage greater than \$50,000 is considered taxable income by the Internal Revenue Service (IRS). A W-2 form will be mailed to you each year by State Street.

The "cost" included in your gross income is not the actual premium paid by the Company for the insurance coverage. Instead, it is an amount computed under a Uniform Premium Table published by the IRS.

Please contact the CenturyLink Service Center should you have any questions or how to avoid imputed income, such as designating a charitable organization for your Life Insurance beneficiary.

How To File a Claim

A claim must be filed to receive benefits from the CenturyLink Life insurance plans.

Claims for Retiree Basic, Post-Retirement, and Alternate Death Benefit Life Insurance Benefits and the Post-Retirement Annuitant Benefit Plan

When there has been the death of an insured person, notify the CenturyLink Service Center by calling 1-800-729-7526. For the purpose of this section, the CenturyLink Service Center is the party designated by the Policyholder to maintain certain records needed to administer the insurance provided under the Life Plans. This notice should be given to the CenturyLink Service Center as soon as is reasonably possible after the death. The CenturyLink Service Center will notify MetLife and a claim form will be sent to the beneficiary or beneficiaries of record. The beneficiary or beneficiaries should complete the claim form and send it and Proof of the death to MetLife as instructed on the claim form.

When MetLife receives the claim form and Proof, MetLife will review the claim and, if approved, they will pay benefits subject to the terms and provisions of the Life Plan.

Recovery of Payments

If your benefit is overpaid for any reason, the Plans have the right to recover the excess amount from the person or organization receiving benefits. The Plans reserve the right to recover any amounts due under these provisions by any means and your participation in the Plan means that you understand this right of recovery.

Benefits Assignment

The right to receive benefits under the life insurance plans is assignable or transferable to any other party.

Release of Medical or Confidential Information

By accepting benefits from the life insurance plans, you authorize the Plan Administrator or insurance carriers to examine any medical records needed to process evidence of insurability, if applicable, and/or claims or appeals.

Information will be kept confidential whenever possible. Under certain circumstances this information may be disclosed to other parties with your or your beneficiary's authorization or as required by state or federal law. Please keep in mind that it is very important for you to follow the Plans' procedures, as summarized in this SPD, in order to obtain Plan Benefits and to help keep your personal confidential information private and protected. For example, contacting someone at the Company other than the Claims Administrator or Plan Administrator (or their duly authorized delegates) in order to try to get a Benefit claim issue resolved is not following the Plan's procedures. If you do not follow the Plan's procedures for claiming a Benefit or resolving an issue involving Plan Benefits, there is no guarantee that the Plan Benefits for which you may be eligible will be paid to you on a timely basis, or paid at all, and there can be no guarantee that your personal confidential information will remain private and protected.

When Coverage Ends

Generally, your coverage under the life insurance plans cease when you are no longer an eligible participant.

Converting to Individual Insurance

If for any reason your Retiree Basic, Post-Retirement, or Alternate Death Benefit Life coverage ends, You may request the Life Insurance carrier to convert your coverage to an individual policy. For You to convert, MetLife must receive a completed conversion application form from You within 31 days after the date Your Life Insurance ends or is reduced.

The individual converted life insurance policy will be issued in a policy format customarily issued by the insurance carrier at the time and rate for your class of risk and age. You must pay the full cost. The cost, terms and benefits of conversion policies differ substantially from those of the CenturyLink Life Plans.

If You die within 31 days of the date Portability Eligible Life Insurance ends and an application to Port is not received by MetLife during such period, MetLife will determine whether Your life insurance qualifies for payment.

This determination will be made in accordance with MetLife's Life Insurance **Conversion** Option for You.

RETIREE BASIC LIFE INSURANCE

Benefits from this Plan will be in addition to any benefits payable by the other Company life insurance plans.

Eligibility

To be eligible for Retiree Basic Life Insurance, retirement as a member of the Senior Management Group on a Service or Disability Pension or a Disability Allowance or Minimum Retirement Benefit is required. Please see the Glossary section for further eligibility requirements.

Amount of Coverage

The amount of Your Retiree Basic Life Insurance benefit is 50% of Your annual pay in effect prior to your retirement rounded to the next higher \$1,000.

Annual Salary is defined as: annual base salary rate, as determined by the Company, excluding (1) all differentials regarded as temporary or extra payments and (2) all cash payments and incentive awards and distributions made under the U S West Senior Management Long Term Incentive Plan or the Company's Short Term Incentive Plan or any other similar plan.

Cost of Coverage

The Basic Life Plan is an insured plan, which means that the cost of coverage is based on the premium charged by the insurance company.

Except to the extent a collective bargaining agreement provides otherwise, the cost of Basic Life coverage for eligible retirees is currently paid by the Company.

How the Plan Pays Benefits

Retiree Basic Life Insurance is payable to your beneficiaries regardless of the cause of death. Please see the section of Common Features for further information relative to beneficiary designation.

Benefits paid by the Retiree Basic Life Insurance Plan are normally made in a lump sum but other methods of payment can be arranged with the carrier if requested. The request must be on a form approved by the carrier.

POST-RETIREMENT BASIC LIFE INSURANCE

Eligibility

To be eligible for Post-Retirement Basic Life Insurance, any person (meeting the criteria) who was employed by the Participating Employer and retired on or after December 20, 1978, and prior to January 1, 1987, on a Service or Disability pension under his or her employer's Management Pension Plan or a Minimum Retirement Benefit or Disability Allowance under his or her employer's Senior Management Long Term Disability and Survivor Protection Plan. Please see the Glossary section for further eligibility requirements.

Amount of Coverage

The amount of Your Post-Retirement Basic Life Insurance coverage is 50% of your Annual Salary rounded up to the next higher \$1,000.

Annual Salary is defined as: annual base salary rate, as determined by the Company, excluding (1) all differentials regarded as temporary or extra payments and (2) all cash payments and incentive awards and distributions made under the U S West Senior Management Long Term Incentive Plan or the Company's Short Term Incentive Plan or any other similar plan.

Cost of Coverage

The Post-Retirement Basic Life Plan is an insured plan, which means that the cost of coverage is based on the premium charged by the insurance company.

Except to the extent a collective bargaining agreement provides otherwise, the cost of Post-Retirement Basic Life coverage for eligible retirees is currently paid by the Company.

How the Plan Pays Benefits

The Post-Retirement Basic Life Insurance is payable to your beneficiaries. Please see the section of Common Features for further information relative to beneficiary designation.

Benefits paid by the Post-Retirement Basic Life Insurance Plan are normally made in a lump sum but other methods of payment can be arranged with the carrier if requested. The request must be on a form approved by the carrier.

ALTERNATE DEATH BENEFIT LIFE INSURANCE

Eligibility

To be eligible for Alternate Death Benefit Life Insurance, any person (meeting the criteria) employed by the Participating Employer and retired on or after December 20, 1978, and prior to January 1, 1987, on a Service or Disability pension under his or her employer's Management Pension Plan and if survived by a beneficiary or beneficiaries as described below.

Furthermore, to be eligible for the Alternate Death Benefit Life Insurance, Senior Managers automatically waived their eligibility for the Sickness Death Benefit and the Pensioner Death Benefits otherwise payable under the Management Pension Plan and the U S West Senior Management Non-Qualified Pension Plan, and comparable benefits provided by other U S West Companies by which the Senior Manager may be employed in the future.

The coverage provided by the Alternate Death Benefit Life Insurance after retirement will be effective only if the Senior Manager would have been otherwise eligible for Pensioner Death Benefits under the Management Pension Plan and U S West Senior Management Non-Qualified Pension Plan coverage and if survived by a beneficiary or beneficiaries as described below under *How the Plan Pays Benefits*.

Please see the Glossary section for further eligibility requirements.

Amount of Coverage

The amount of Your Alternate Death Benefit Life Insurance coverage is 100% of your Annual Salary. This Life Benefit will **not** be rounded to the next higher \$1,000.

For purposes of the Senior Management Alternate Death Benefit means the annual basic pay as defined below:

- For deaths while an active employee and for retirements before August 10, 1980 – “Annual Basic Pay” means annual base salary rate (as determined by the Company) excluding (1) all differentials regarded as temporary or extra payments and (2) all cash payments and incentive awards and distributions made under the U S West Senior Management Long Term Incentive Plan or Predecessor Plan or the Company's Short Term Incentive Plan or any other similar plan.
- For deaths while an active employee and for retirement during the period from August 10, 1980 through October 30, 1981 inclusive – “Annual Basic Pay” means (1) annual base salary rate (as determined by the Company) plus (2) an amount determined with reference to the Company's Short Term Incentive Plan but excluding all differentials regarded as temporary or extra payments and all cash payments and distributions made under the Bell System Senior Management Long Term Incentive Plan.
- For deaths while an active employee and for retirement on or after October 31, 1981 – “Annual Basic Pay” means (1) annual base salary rate (as determined by the Company) plus (2) an amount determined with reference to the Company's Short Term Incentive Plan but excluding all differentials regarded as temporary or extra payments and all cash payments and distributions made under the U S West Senior Management Long Term Incentive Plan.

Cost of Coverage

The Alternate Death Benefit Life Plan is an insured plan, which means that the cost of coverage is based on the premium charged by the insurance company.

Except to the extent a collective bargaining agreement provides otherwise, the cost of Alternate Death Benefit Life coverage for eligible retirees is currently paid by the Company.

How the Plan Pays Benefits

The Alternate Death Benefit Life Insurance is payable only to the following beneficiaries in the event of your death.

- Spouse, if living with the Senior Management Retiree at the time of death; otherwise to
- Unmarried Child or Children under age 23 – or over that age is physically or mentally incapable of self-support – whom the Senior Manager Retiree was actually supporting in whole or in part at the time of death, in equal shares or all to a single survivor; otherwise to
- Dependent Parent or Parents if living in the household at the time of death – if living in a separate household, in the vicinity, which the senior manager retiree provides – in equal shares or all to a single survivor

If none of the above are living at the time of death, no benefits are payable from this Plan.

Benefits paid by the Alternate Death Benefit Life Insurance Plan are normally made in a lump sum but other methods of payment can be arranged with the carrier if requested. The request must be on a form approved by the carrier.

ACCELERATED BENEFITS FOR BASIC, POST-RETIREMENT

BASIC, AND ALTERNATE DEATH BENEFIT LIFE INSURANCE

Accelerated Benefit Option

If you have a qualifying medical condition (you are terminally ill, with a life expectancy of 24 months), you may be eligible to receive during your lifetime a portion of your Basic Life insurance paid to you as an accelerated benefit in the form of a single lump sum unless you or your legal representative selects another payment mode. The provisions for the accelerated benefit option are outlined below. Applications are available from the CenturyLink Service Center.

- **Retiree Basic Life and Alternate Death Benefit Life**
You may receive an accelerated benefit equal to 90% of your total Basic Life (Basic, Post-Retirement, and Alternate Death Benefit) coverage, up to a combined maximum. The remaining amount of the life insurance payable at death will be reduced by the amount of the accelerated benefit previously received. The accelerated benefit may be elected only once during your lifetime.

POST-RETIREMENT ANNUITANT'S BENEFIT PLAN

Eligibility

To be eligible for Post-Retirement Annuitant's Benefit Plan, any person (meeting the criteria) who was employed by the Participating Employer and retired on or after August 10, 1980, and prior to January 1, 1987, on a Service or Disability Pension under his or her Employer's Management Pension Plan and if survived by a beneficiary or beneficiaries as described below. Please see the Glossary section for further eligibility requirements.

Amount of Coverage

The amount of the Post-Retirement Annuitant Benefit is based on the following formula, which shows how the beneficiary's annual benefit from this Plan would be calculated:

- The average of the Senior Manager's Short Term Incentive Awards – for the last six years (or completed or partial consecutive years of participation in the Short Term Incentive Plan, if fewer than six years) prior to the year which includes the effective date of the pension (includes the period of time while receiving Sickness or Accident Disability Benefits under the Company's Sickness or Accident Disability Plan)
- Multiplied by a factor of .0065
- Then multiplied by the number of the Senior Manager's years of credited service, as defined under the Management Pension Plan.

The Short Term Incentive Plan Award used to calculate this benefit is the amount granted for each performance year.

Please note that CenturyLink's Plan Design Committee, solely at its discretion, may – but need not – approve future increases in the Annuitant's Benefit. If such an increase is approved, it will apply only to benefit payments which are effective after the increase is approved. A benefit increase will not affect benefits payable under an annuity benefit which was effective before the increase is approved. Accordingly, no increases which are granted after death apply to any annuity payments made under this Plan.

Cost of Coverage

The Post-Retirement Annuitant Benefit is a cost borne by the company unless a collective bargaining agreement dictates otherwise.

How the Plan Pays Benefits

The Post-Retirement Annuitant Benefit is payable only to the following eligible beneficiaries in the order of priority shown in the event of your death.

- A Surviving Spouse, if living with the Senior Management Retiree at the time of death.
- A Surviving Parent (if both parents survive, the benefit will be paid in equal shares to both).
- Unmarried Child or Children under age 23 – or over that age is physically or mentally incapable of self-support – whom the Senior Manager Retiree was actually supporting in whole or in part at the time of death, in equal shares or all to a single survivor.

Benefits paid by the Post-Retirement Annuitant Benefit is payable on an **annual** basis for the life of the beneficiary. **The monthly benefit would be one-twelfth of the amount calculated above.**

NOTICE AND PROOF OF CLAIM

A claim must be filed in order to receive benefits from the Retiree Basic, Post-Retirement, and Alternate Death Benefit Life Plans and the Post-Retirement Annuitant Benefit Plan, please notify the CenturyLink Service Center by calling 1-800-729-7526.

For the purpose of this section, the CenturyLink Service Center is the party designated by the Policyholder to maintain certain records needed to administer the insurance provided under the Life Plans. This notice should be given to the CenturyLink Service Center as soon as is reasonably possible after the death. The CenturyLink Service Center will notify MetLife and a Life Insurance Claim Packet and if applicable, an Annuitant Benefit Claim Packet will be mailed to Your beneficiary or beneficiaries of record. It is imperative that you confirm that the Beneficiary on record aligns with your request. The beneficiary or beneficiaries should complete the claim form and send it and Proof of the death to MetLife as instructed on the claim form. A notice of claim should be filed with the CenturyLink Service Center as soon as reasonably possible but no later than 30 days after the date of death. Additionally, proof of claim must then be provided no later than 120 days after the date of death. When MetLife receives the claim form and Proof, MetLife will review the claim and, if approved, they will pay benefits subject to the terms and provisions of the Life Plan.

If a claim is denied, you or your beneficiary has certain rights of appeal, which are described below in the "Claims Appeal Procedure" section.

CLAIMS APPEAL PROCEDURE

Appealing the Initial Determination For Life Insurance and Annuitant Benefit

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. MetLife has multiple Claims offices. It is imperative you appeal to the address of the office which processed the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit in writing any written comments, documents, records or other information you or, if applicable, your beneficiary deem appropriate. Upon your written request, MetLife will provide you free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and you or, if applicable, your beneficiary will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60 days from the date we received your request for review, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. The policy under which you filed a claim has a provision, which states, in part, that no lawsuit or legal action shall be brought to recover on the policy after the expiration of three years from the time proof of loss is required.

Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

IMPORTANT INFORMATION ABOUT THE PLANS

The Life Insurance Plan is subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Statement of ERISA Rights

The Employee Retirement Income Security Act of 1974 (ERISA) affords you with certain legal protection under the plans the Company provides.

As a participant in the Life Insurance Plan component of the CenturyLink Welfare Benefits Plan No. 513, certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator office and other specified locations, such as work sites, and union halls, all documents governing the plan including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for copies.
- Receive a summary of the Plan's annual financial reports. The plan administrator is required by law to furnish each participant with a copy of this annual summary report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your plans, called "fiduciaries," have a duty to do so prudently and in the sole interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If your claim for benefits is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that plan fiduciaries misuse the plans' money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees.

If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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

Plan Amendments

The Company reserves the right at any time, to terminate, modify or amend, in whole or in part, any or all of the provisions of the plans.

Interpretation of the Plan

The Plan Administrator has authority to control and manage the operation and administration of the plans. However, the plan administrator has delegated to the group sponsored life insurance carrier its entire discretionary authority to make all final determinations regarding claims for benefits under the benefit plan insured by this policy. This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information provided by the policyholder, and the amount of any benefits due, and to construe the terms of this policy.

Any decision made by the group sponsored life insurance carrier in the exercise of this authority, including review of denials of benefit, is conclusive and binding on all parties. Any court reviewing the group sponsored life insurance carrier determinations shall uphold such determination unless the claimant proves the determinations are arbitrary and capricious.

Plan Name and Type

The name of the Plan in which this SPD summarizes the benefits is outlined below. This Plan is a component of the CenturyLink Group Welfare Benefits Plan 513, which is an umbrella Section 125 cafeteria plan. Components of this Plan summarized here include the following:

The CenturyLink Life Insurance Plan which offers the following benefits and coverage:

- Retiree Basic Life
- Post-Retirement Basic Life
- Alternate Death Benefit Life
- Post-Retirement Annuitant Benefit

Plan Financing and Administration

- Plan Year: January 1 through December 31.
- Plan Financing: The Life Plans are financed on a fully insured basis and the Annuitant Benefit Plan on a self-funded basis. The life insurance premiums paid and if applicable, the Annuitant Benefit under the Plan may be funded through one or more of the following: employer general assets, or, if applicable, a Voluntary Employee Beneficiary Association (VEBA) trust.

Administration Type: The Life and Annuitant Plans are administered by third party claims administration – insurance carrier operating under group policy.

Plan Sponsor

CenturyLink, Inc.
c/o Human Resources
214 East 24th Street
Vancouver, WA 98663

Employer Identification Number: 72-0651161

Plan Administrator and Agent for Service of Legal Process

The CenturyLink Employee Benefits Committee
c/o Benefits Administrator
CenturyLink, Inc.,
Human Resources
214 East 24th Street
Vancouver, WA 98663

Limitation on Civil Actions

You cannot bring any legal proceeding or action against the Plan, the Plan Administrator, claims administrator or the Company unless you first complete all the steps in the claims and appeal process described in this SPD.

After completing that process, you can bring any legal proceedings or action against the Plan or us or the Claims Administrator within 12 months or one (1) year of the date the Claims Administrator notified you of the final decision on your appeal. No person has the right to file a civil action, proceeding or lawsuit against the Plan or any person acting with respect to the Plan, including, but not limited to, the Company, any Participating Company, the CenturyLink Employee Benefits Committee or any other fiduciary, or any third party service provider, after the expiration of three years from the time proof of loss is required.

Clerical Error

If a clerical error or other mistake occurs, however occurring, that error does not create a right to Benefits. Clerical errors include, but are not limited to, providing misinformation on eligibility or benefit coverages or entitlements or relating to information transmittal and/or communications, perfunctory or ministerial in nature, involving claims processing, and recordkeeping.

Although every effort is and will be made to administer the Plans in a fully accurate manner, any inadvertent error, misstatement or omission will be disregarded and the actual Plan provisions will be controlling. A clerical error will not void coverage to which a Participant is entitled under the terms of the Plans, nor will it continue coverage that should have ended under the terms of the Plan. When an error is found, it will be corrected or adjusted appropriately as soon as practicable. Interest shall not be payable with respect to a Benefit corrected or adjusted. It is your responsibility to confirm the accuracy of statements made by the Plans or our designees, including the Claims Administrator(s), in accordance with the terms of this SPD and other Plan documents.

Records And Information and Your Obligation to Furnish Information

At times, the Plan or the Claims Administrator may need information from you. You agree to furnish the Plan and/or the Claims Administrator with all information and proofs that are reasonably required regarding any matters pertaining to the Plan. If you do not provide this information when requested, it may delay or result in the denial of your claim.

By accepting Benefits under the Plan, you authorize and direct any person that has provided services to you, to furnish the Plan or the Claims Administrator with all information or copies of records relating to the services provided to you. The Plan or the Claims Administrator has the right to request this information at any reasonable time. This applies to all Covered Persons, whether or not they have signed the enrollment form. The Plan agrees that such information and records will be considered confidential. We and the Claims Administrator have the right to release any and all records which are necessary to implement and administer the terms of the Plans, for appropriate medical review or quality assessment, or as we are required by law or regulation.

Circumstances That May Affect Your Plan Benefits

Under certain circumstances all or a portion of your Benefits under the Plans may be denied, reduced, suspended, terminated or otherwise affected. Many of these circumstances have been addressed elsewhere in this SPD. Such circumstances, in general, include but are not limited to:

- You are no longer in an eligible class of participants
- The Plan is amended, changed or terminated
- You attain the maximum benefit available under the Plans, such as may apply to certain Life Plan Benefits
- You misrepresent or falsify any information required under the Plans; you or your beneficiaries will not be permitted to benefit under the Plans from your own misrepresentation
- You have been overpaid a benefit and the Plans seek restitution
- Your coverage under the Plans is terminated for one of a variety of reasons, for example, failure to pay a supplemental benefit premium or to pay it on a timely basis
- Your coverage is rescinded as permitted by law.

Consequences of Falsification or Misrepresentation

Coverage for you will be terminated if you falsify or intentionally omit medical history on the application for coverage, submit fraudulent, altered or duplicate billings for personal gain, allow another party not eligible for coverage to be covered under the Plan or obtain Plan Benefits, or allow improper use of your coverage. You will not be permitted to benefit under the Plan from your own misrepresentation. If a person is found to have falsified any document in support of a claim for Benefits or coverage under the Plan, the Plan Administrator may, without anyone's consent, terminate coverage, possibly retroactively if permitted by law (called "recission"), and may seek reimbursement for Benefits that should not have been paid out. Additionally, the Claims Administrator may refuse to honor any claim under the Plan. You are also advised that suspected incidents of this nature are turned over to Corporate Security to investigate and to address the possible consequences of such actions. You may be periodically asked to submit proof of eligibility to verify claims. All participants are required to cooperate with requests to validate eligibility.

GLOSSARY

To understand your life insurance coverage, you should be familiar with the following terms:

Annual Pay

For purposes of the Senior Management Basic and Post-Retirement Life insurance coverage means the annual base salary rate, as determined by the Company, excluding (1) all differentials regarded as temporary or extra payments and (2) all cash payments and incentive awards and distributions made under the U S West Senior Management Long Term Incentive Plan or the Company's Short Term Incentive Plan or any other similar plan.

For purposes of the Senior Management Alternate Death Benefit means the annual basic pay as defined below:

- For deaths while an active employee and for retirements before August 10, 1980 – “Annual Basic Pay” means annual base salary rate (as determined by the Company) excluding (1) all differentials regarded as temporary or extra payments and (2) all cash payments and incentive awards and distributions made under the U S West Senior Management Long Term Incentive Plan or Predecessor Plan or the Company's Short Term Incentive Plan or any other similar plan.
- For deaths while an active employee and for retirement during the period from August 10, 1980 through October 30, 1981 inclusive – “Annual Basic Pay” means (1) annual base salary rate (as determined by the Company) plus (2) an amount determined with reference to the Company's Short Term Incentive Plan but excluding all differentials regarded as temporary or extra payments and all cash payments and distributions made under the Bell System Senior Management Long Term Incentive Plan.
- For deaths while an active employee and for retirement on or after October 31, 1981 – “Annual Basic Pay” means (1) annual base salary rate (as determined by the Company) plus (2) an amount determined with reference to the Company's Short Term Incentive Plan but excluding all differentials regarded as temporary or extra payments and all cash payments and distributions made under the U S West Senior Management Long Term Incentive Plan.

Beneficiary

The person or persons you name to receive your Life Insurance benefits if you die.

Company

CenturyLink, Inc. and any subsidiaries and affiliates as determined and designated by the Plan Administrator. Such term shall also mean, with respect to periods prior to January 1, 1984, Pacific Northwest Bell Telephone Company, Mountain States Telephone and Telegraph Company and Northwestern Bell Telephone Company.

Cincinnati Bell Telephone Company
Southern New England Telephone Company

Company Senior Management Pension Plan

- Prior to October 1, 1980, each employer's Plan for Employee's Pensions, Disability Benefits and Death Benefits
- From October 1, 1980 through December 31, 1983, the Bell System Management Pension Plan
- January 1, 1984 and after, the AT&T Management Pension Plan

Converted life insurance policy

An individual policy that you may buy *without proof of good health* if your CenturyLink Life Insurance coverage ends.

Disability Allowance or Minimum Retirement Benefit

Refers to the benefit provided under the Company's Senior Management Long Term Disability and Survivor Protection Plan.

Plan

Plan pertains to the Senior Management Retiree Basic, Post-Retirement, and Alternate Death Benefit Life Plans.

Retiree

If you were once a level at or above Department Level or equivalent Fifth Level was attained and the position was determined by the Board of Directors of the employee's Company to be within the Senior Management Group. Eligibility requirements for each Plan vary; each Senior Manager may not be eligible for all Plans.

Retirement as a member of the Senior Management Group on a Service or Disability Pension or a Disability Allowance or Minimum Retirement Benefit is a requirement. See Eligibility section under each Plan for more information.

Dual Retiree

Dual Retiree is a former Employee of a legacy CenturyLink company that retired with a legacy CenturyLink company, was later rehired as an active employee of a legacy CenturyLink company, and later re-retired with a legacy CenturyLink company.

Service or Disability Pension

Refers to the Service or Disability Pension provided under the U S West Management Pension Plan.

Short Term Standards Award

- The average of a Senior Manager's standard awards in effect as of December 31 for the last six years prior to the year which includes the effective date of the Senior Manager's Pension; or
- The average of a Senior Manager's standard awards in effect as of December 31 for the years prior to the year which includes the effective date of the Senior Manager's Pension if the Senior Manager's participation in the Short Term Incentive Plan is less than six years.

The amount to be used for computing the Senior Manager's Short Term Standards Awards will be limited to not more than the following percentage of the Senior Manager's position rate as of December 31 of each performance year, as determined by the Employer:

- Senior Managers whose pensions were effective between August 11, 1980 and October 31, 1981 --- 15%;
- Senior Managers whose pensions were effective between November 1, 1981 and October 31, 1983 --- 50%; and
- Senior Managers whose pensions are effective on or after November 1, 1983 ---- 60%.

The amount determined above may be increased prior to the Senior Manager's death to reflect the same percentage of any cost of living adjustments applicable to the Senior Manager under his Employer's Management Pension Plan. No increase will be made on or after the Senior Manager's death.

APPENDIX

Life Insurance Company

Metropolitan Life Insurance Company "MetLife"
200 Park Avenue
New York, New York 10166

1-800-638-6420

Group Policy No. 148069

Annuity Company

Metropolitan Life Insurance Company "MetLife"
200 Park Avenue
New York, New York 10166

1-800-638-6420

Group Annuity Contract No. 33590