

**U S WEST
GROUP LIFE INSURANCE PLAN**

As Amended and Restated
Effective as of June 12, 1998

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USWEST

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**U S WEST
GROUP LIFE INSURANCE PLAN**

As Amended and Restated Effective as of June 12, 1998

U S WEST, Inc. ("Old U S WEST"), a Delaware corporation, previously established the U S WEST Group Life Insurance Plan (the "Plan"), which it has amended from time to time. Effective with the separation of Old U S WEST into USW-C, Inc. (renamed U S WEST, Inc. (the "Company") at the time of such separation) and MediaOne Group, Inc., USW-C, Inc. assumes sponsorship of the Plan which it hereby amends and restates in its entirety.

The purpose of the Plan is to provide certain basic life and accidental death and dismemberment insurance benefits to Eligible Employees and Eligible Retirees. In addition, the Plan provides an opportunity for Eligible Employees to purchase supplemental life and dependent life coverage under circumstances specified in the Plan.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1 Definitions. Whenever used in this Plan:

"Actively at Work" means an Employee's regularly scheduled attendance at a Participating Company's place of business and his physical ability to perform all assigned duties. Actively at Work shall include an absence from work due to vacation or jury duty.

"AD&D Coverage" means accidental death and dismemberment coverage in an amount equal to an Eligible Employee's Annual Pay that is available as a Benefit; provided, however, that the coverage amount for ELIP Participants shall be limited to \$50,000.

"Affiliated Entity" means any corporation or other entity, now or hereafter formed, that is or shall be affiliated with the Company, either directly or indirectly, through stock ownership or control and which is: (a) included in the controlled group of corporations (within the meaning of Code section 1563 without regard to Code sections 1563(a)(4) and 1563(e)(3)(C)) in which the Company is also included; (b) included within the group of entities (whether or not incorporated) under common control (within the meaning of Code section 414(c)), in which the Company is included; (c) included in the affiliated service group (within the meaning

of Code section 414(m)), in which the Company is included; or (d) required to be aggregated with the Company (within the meaning of Code section 414(o)).

“Annual Pay” means the sum of the following amounts increased to the next higher \$1,000 increment: (a) an Employee’s basic rate of pay determined from the rate in effect as of the first of the month in which the death or injury occurs and (b) commissions, merit awards, bonuses and other special payments (as set forth in Appendix 1, and as amended from time to time), which are received by an Eligible Employee within the 12 month period prior to his time of death or injury. Annual Pay shall exclude other types of compensation such as differentials, overtime, and special allowances. Such exclusions shall be determined solely by the Company. For Eligible Employees in Group 4 described in Section 2.1, “Annual Pay” shall be equal to such Employee’s base wages and his actual incentive earnings that have been paid year-to-date in an applicable Plan Year, increased to the next higher \$1,000 increment.

“Bargained Employee” means an Employee covered by a collective bargaining agreement into which the Company or an Affiliated Entity has entered.

“Basic Life Coverage” means basic life insurance coverage in an amount equal to an Eligible Employee’s Annual Pay that is available as a Benefit; provided, however, that the basic life insurance coverage amount for ELIP Participants shall be limited to \$50,000.

“Benefits” means coverage or payments provided in accordance with the terms of this Plan and any applicable Contract. The Benefits available under the Plan, as set forth in Appendix 2, are Basic Life Coverage, AD&D Coverage, Supplemental Life Coverage, and Dependent Life Coverage and such other coverages as may be added to the Plan from time to time.

“Board” means the board of directors of the Company.

“Child” means a Primary Participant’s biological children or an individual legally adopted by a Primary Participant at the time the individual was a minor, including those minors who are in the process of adoption, if the adopting parent has responsibility for expenses, regardless of residence. Child shall also include minor children for whom a Primary Participant or a Primary Participant’s Spouse is the declared legal guardian and a Primary Participant’s stepchildren; provided that all such Children reside with the Primary Participant for the majority of a calendar year.

“Claims Administrator” means an entity processing claims incurred under the Plan pursuant to an applicable Contract.

“Code” means the Internal Revenue Code of 1986, as amended from time to time and any regulations promulgated thereunder.

“Committee” means the U S WEST, Inc. Employee Benefits Committee provided for in Section 8.5.

“Company” means U S WEST, Inc. (formerly USW-C, Inc.), a Delaware corporation.

“Contract” means an agreement or contract, entered into by the Company and a Vendor to provide Benefits or related services under the Plan. Contract shall also include Insurance Policies and other agreements with a Vendor.

“Dependent” means a Primary Participant’s Spouse and any unmarried Children.

“Dependent Life Coverage” means life insurance coverage for an Eligible Employee’s Eligible Dependents that is available as a Benefit under the Plan. An Eligible Dependent Spouse and Children related to an Eligible Employee shall be covered as a unit. Coverage amounts for Dependent Life Coverage shall be equal to those amounts set forth in Appendix 2.

“Effective Date” means the Separation Time.

“Eligible Dependent” means a Dependent who meets the eligibility requirements as set forth in Section 2.3 herein. Notwithstanding the foregoing, if the eligibility requirements described in Section 2.3 of the Plan do not comply with any applicable state law requirements which are not preempted by ERISA, such state law eligibility requirements shall supersede Section 2.3.

“Eligible Employee” means those Employees of each Participating Company who meet the eligibility requirements set forth in Section 2.1 herein. Notwithstanding the foregoing, if the eligibility requirements described in Section 2.1 of the Plan do not comply with any applicable state law requirements which are not preempted by ERISA, such state law eligibility requirements shall supersede Section 2.1.

“Eligible Retiree” means those Retired Employees of each Participating Company who meet the eligibility requirements set forth in Section 2.2 herein. Notwithstanding the foregoing, if the eligibility requirements described in Section 2.2 of the Plan do not comply with any applicable state law requirements which are not preempted by ERISA, such state law eligibility requirements shall supersede Section 2.2.

“ELIP Participant” means an Employee who is eligible to participate in the U S WEST Executive Life Insurance Plan and continues to qualify for benefits under such plan.

“Employee” means an individual employed directly by any Participating Company as a common law employee on a full-time or part-time basis who receives compensation other than a pension, retainer, or fee under contract, except that Employee shall not include any leased employee within the meaning of sections 414(n) or 414(o) of the Code nor anyone classified on a Participating Company’s records as an “ETC Employee,” temporary employee, or incidental employee. An Employee ceases to be such on the date on which he is no longer within a covered payroll classification.

“Enrollment Packet” means the enrollment materials that the Plan Administrator distributes to Participants during the Initial Enrollment Period and Open Enrollment Period.

“Enrollment Requirements” means, for any Plan Year, any requirements communicated by the Plan Administrator or Vendor which must be satisfied to enroll in the Plan or select new Benefit options. Enrollment Requirements may be satisfied by the submission of a form provided by the Plan Administrator or Vendor, or by the use of electronic or telephonic media, pursuant to instructions provided by the Plan Administrator or Vendor.

“Entry Date” means the date as of which the Eligible Employee, Eligible Retiree, or Eligible Dependent shall become covered under the Plan as set forth in Article II herein.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“Guaranteed Enrollment Period” means the period consisting of 31 days that an Eligible Employee may enroll himself or his Eligible Dependents in the Plan without providing evidence of insurability.

“Grandfathered Benefit” means certain additional life insurance coverage, as set forth in Appendix 3, that: (a) replaces amounts reduced from Basic Coverage as a result of coverage limitations which occur when a Participant becomes a Retired Employee; (b) replaces certain death benefits under the U S WEST Pension Plan waived by a Participant; and (c) provides supplemental death benefit coverage to a Participant based upon previous incentive awards.

“Initial Enrollment Period” means, for each Eligible Employee and Eligible Dependent, the period during which the Eligible Employee or Eligible Dependent may first be enrolled in the Plan. This period shall be governed by the following rules:

(a) For each Eligible Employee, the period shall be that period designated in the initial Enrollment Packet provided to such individual.

(b) For each Eligible Dependent of an Eligible Employee, the period shall be that period which:

(i) Is designated in the initial Enrollment Packet to an Eligible Employee; or

(ii) Is within 31 days of an acquisition of an Eligible Dependent.

“Insurance Policy” means an insurance policy or insurance contract described in Appendix 4 issued by an Insurer for the provision of Benefits.

“Insurer” means any insurance company identified in Appendix 5 with which the Company has entered into an Insurance Policy or other Contract for the provision of Benefits.

“Laid Off or Lay Off” means a termination of employment or force reduction under a separation plan adopted by a Participating Company.

“LTD Recipient” means a former Occupational Employee who is eligible to receive benefits under one of the Company’s long term disability plans and continues to qualify for benefits under those plans. LTD Recipient includes former Salaried Employees who became eligible to receive long term disability benefits under one of the Company’s long term disability plans before January 1, 1997.

“MDPP Recipient” means a former Salaried Employee who, on or after January 1, 1997:

(a) Is receiving a modified disability pension under the U S WEST Pension Plan Modified Disability Pension Program with fewer than 15 years of service under that plan; or

(b) Is receiving a modified disability pension under the U S WEST Pension Plan Modified Disability Pension Program with at least 15 years of service under that plan and has not attained age 65.

“Non-Confinement Requirement” means the requirement that a Dependent is not confined in any institution or facility due to injury or sickness.

“Occupational Employee” means a Bargained Employee or a non-management, non-salaried Employee, including those temporarily promoted to salary status for 12 consecutive months or less.

“Participant” means an Employee, Retired Employee, or Dependent, who fulfills the eligibility and enrollment requirements for coverage under the Plan as set forth in Article II.

“Participating Company” means the Company or any Affiliated Entity that, with the consent of the Committee, participates in the Plan.

“Plan” means the U S WEST Group Life Insurance Plan set forth herein, together with the Contracts, if any, and the Appendices attached hereto, as amended from time to time.

“Plan Administrator” means the U S WEST, Inc. Employee Benefits Committee appointed by the Board pursuant to the provisions of Article VIII hereof, or in the absence of such appointment, the Company.

“Plan Sponsor” means U S WEST, Inc. (formerly, USW-C, Inc.), a Delaware corporation.

“Plan Year” means the 12 consecutive month period that begins on January 1 or any anniversary thereof, and ends on the next following December 31.

“Primary Participant” means a Participant who is eligible and who, in fact, has properly enrolled himself or one or more Eligible Dependents, or both, for coverage under the Plan.

“Retired Employee” means a former Employee of a Participating Company who retires from such Participating Company and is eligible for a pension distribution under the U S WEST Pension Plan or the U S WEST Management Pension Plan. A former Employee who is eligible for or who receives a “deferred vested pension” shall not be considered a Retired Employee for the purposes of this Plan.

“Salaried Employee” means an Employee whose position is not subject to automatic wage progression and whose pay is at a monthly or annual rate, including a non-salaried Employee promoted to salaried status for more than 12 consecutive months.

“Separation Time” means the time that U S WEST, Inc. (“Old U S WEST”), a Delaware corporation, is separated into two public companies, USW-C, Inc., renamed U S WEST, Inc. (the “Company”) as of the Separation Time, and MediaOne Group, Inc.

“Spouse” means an Eligible Employee’s legal partner in marriage, whether the union is by civil or religious ceremony or in common law.

“STD Recipient” means an Employee who is eligible to receive benefits under one of the Company’s short term disability plans and continues to qualify for benefits under those plans.

“Summary Plan Description” means a written description, together with any supplements, prepared by or on behalf of the Company or Plan Administrator for distribution to Participants setting forth the terms and conditions under which Benefits are provided to them.

“Supplemental Life Coverage” means additional employee-paid life insurance coverage in an amount equal to up to five times an Eligible Employee’s Basic Life Coverage amount that is available as a Benefit under the Plan.

“Term of Employment” means a period of continuous employment of an Employee which is treated as a “term of employment” as that term is defined under the U S WEST Pension Plan.

“Trust” means a welfare benefit fund described in Appendix 6 used to fund Benefits.

“Vendor” means all Insurers and other entities listed in Appendix 5 with which the Company has entered into a Contract.

1.2 Gender and Number. Whenever used herein, the masculine pronoun shall include the feminine and the singular shall encompass the plural.

ARTICLE II

ELIGIBILITY AND PARTICIPATION

2.1 Eligible Employee. Except as otherwise specified in an applicable collective bargaining agreement, if any, only those Eligible Employees actually placed in the following classifications according to the official payroll records of a Participating Company shall be eligible for coverage under the Plan:

(a) Group 1: Employees who are classified by a Participating Company in accordance with the Participating Company's official payroll records as regular full-time, regular part-time, regular term full-time, or regular term part-time;

(b) Group 2: Employees who are in an ineligible classification and who are reclassified by a Participating Company into a payroll classification which permits such Employees to be eligible for coverage under the Plan;

(c) Group 3: Occupational Employees covered by the CWA bargaining agreement who are classified by a Participating Company in accordance with the Participating Company's official payroll records as customer assistance agents; and

(d) Group 4: Occupational Employees covered by the CWA bargaining agreement who are classified by a Participating Company in accordance with the Participating Company's official payroll records as sales consultants on a leveraged compensation plan.

2.2 Eligible Retiree. Only those Eligible Retirees in the following classifications shall be eligible for coverage under the Plan:

(a) Retired Employees who are former Salaried Employees and whose service or disability pension commenced before January 1, 1997;

(b) Retired Employees who were Occupational Employees and are granted a service or disability pension;

(c) Retired Employees who are receiving a modified disability pension under the U S WEST Pension Plan Modified Disability Pension Program with at least 15 years of service under that plan and have attained age 65;

(d) Retired Employees whose service or disability pension commenced before January 1, 1987 and who receive Grandfathered Benefits; and

(e) Retired Employees who are former Salaried Employees with the following age and service combinations:

Retirement Age

Term of Employment

Any Age	at least 30 years
50-54	at least 25 years
55-59	at least 20 years
60-64	at least 15 years
65 and older	at least 10 years

2.3 Eligible Dependent. Only those Eligible Dependents in the following classifications shall be eligible for coverage under the Plan:

- (a) The Spouse of a Primary Participant;
- (b) Any unmarried Child of a Primary Participant who is a dependent within the meaning of section 152 of the Code until the end of the calendar year in which such Child attains 19 years of age (or 23 years of age, if such Child is a full-time student in an accredited educational institution); and
- (c) A Primary Participant's unmarried Child of any age who is determined by the Plan Administrator upon application by the Primary Participant to be indefinitely incapable of self-support and is fully dependent upon the Primary Participant.

2.4 Commencement of Participation. Each Eligible Employee, Eligible Retiree, and Eligible Dependent shall become a Participant under the Plan in accordance with the following rules:

(a) Current Coverage. If, on or before the Effective Date, the Eligible Employee, Eligible Retiree, or Eligible Dependent was covered under the Plan, the individual shall remain covered under the Plan as a Participant as of the Effective Date.

(b) Eligible Employee Coverage. Except as otherwise specified in an applicable collective bargaining agreement, if any, for any Eligible Employee not described in Subsection 2.4(a), such Employee shall receive Basic Life Coverage and AD&D Coverage as a Primary Participant under this Plan as of his Entry Date, defined as follows:

(i) For each Eligible Employee in Groups 1, 2, or 4 described in Section 2.1, the Entry Date shall be the first day of the month coinciding with or next following such Employee's date of hire, date of reclassification, or date of his return to work, as the case may be, provided he is Actively at Work on such Entry

Date and has satisfied the appropriate Enrollment Requirements in accordance with the procedures prescribed by the Plan Administrator; and

(ii) For each Eligible Employee in Group 3 described in Section 2.1, the Entry Date shall be the first day of the month coinciding with or next following the completion of 6 months' Term of Employment, provided he is Actively at Work on such Entry Date and has satisfied the appropriate Enrollment Requirements in accordance with the procedures prescribed by the Plan Administrator.

(c) Eligible Dependent Life Coverage. For any Eligible Dependent not described in Subsection 2.4(a), the individual shall be covered as a Participant for Dependent Life Coverage under the Plan as of the individual's Entry Date, defined as follows:

(i) An Eligible Dependent's Entry Date shall be the Primary Participant's Entry Date, provided that the Primary Participant enrolls such Eligible Dependent within such Primary Participant's Initial Enrollment Period or, if enrolled later, the first day of the month coinciding with or next following the date upon which the Insurer approves such Eligible Dependent's evidence of insurability;

(ii) For a newly acquired Eligible Dependent Spouse of a Primary Participant who has no other Eligible Dependents or who has Eligible Dependents who are currently participating in the Plan, the Entry Date shall be the first day of the month coinciding with or next following the date upon which such Eligible Dependent is acquired, provided that the Primary Participant enrolls such Eligible Dependent within the Eligible Dependent's Initial Enrollment Period or, if enrolled later, the first day of the month coinciding with or next following the date upon which the Insurer approves such Eligible Dependent's evidence of insurability;

(iii) For a newly acquired Eligible Dependent Child of a Primary Participant who has no other Eligible Dependents or who has Eligible Dependents currently participating in the Plan, the Entry Date shall be such Child's date of acquisition, provided that the Primary Participant enrolls such Eligible Dependent within the Eligible Dependent's Initial Enrollment Period or, if enrolled later, the first day of the month coinciding with or next following the date upon which the Insurer approves such Eligible Dependent's evidence of insurability;

(iv) For a newly acquired Eligible Dependent of a Primary Participant who has other Eligible Dependents, all of whom are not currently participating in the Plan, the Entry Date shall be:

(A) The date of acquisition, if the newly acquired Eligible Dependent is a Child, or the first of the month coinciding with or

next following the date of acquisition, if the newly acquired Eligible Dependent is a Spouse, provided that all of the Eligible Dependents are enrolled within the newly acquired Eligible Dependent's Initial Enrollment Period. The Entry Date for the existing Eligible Dependents shall be the first day of the month coinciding with or next following the date upon which the Insurer approves the evidence of insurability for the existing Eligible Dependents; or

(B) If the Primary Participant does not enroll ~~the~~ either the newly acquired Eligible Dependent or the existing Eligible Dependents within the newly acquired Eligible Dependent's Initial Enrollment Period, the first day of the month coinciding with or next following the date upon which the Insurer approves the evidence of insurability for all Eligible Dependents. ✓

For the purposes of this Subsection 2.4(c), all Primary Participants shall be required to be Actively at Work on their Eligible Dependent's Entry Date, except that if the newly acquired Eligible Dependent is a Child, the requirement that a Primary Participant be Actively at Work shall not apply, provided the newly acquired Eligible Dependent Child is enrolled within such Child's Initial Enrollment Period. If a Primary Participant fails to be Actively at Work on the date that Dependent Life Coverage would have commenced, such coverage shall commence on the first day of the month coinciding with or next following the Primary Participant's return to work. In addition, no Eligible Dependent shall participate in the Plan unless he satisfies the Non-Confinement Requirements and the Primary Participant satisfies the other Enrollment Requirements in accordance with the procedures prescribed by the Plan Administrator and makes the required contributions toward the cost of coverage under this Plan.

2.5 Supplemental Life Coverage. All Eligible Employees may elect Supplemental Life Coverage under the Plan in accordance with the following rules, provided that Eligible Employees who are ELIP Participants shall not be permitted to elect Supplemental Life Coverage under the Plan:

(a) For each Eligible Employee in Groups 1, 2, 3, or 4 described in Section 2.1 who elects Supplemental Life Coverage, coverage shall commence on the later of:

(i) Each such Eligible Employee's respective Entry Date as defined in Subsection 2.4(b), or

(ii) The first day of the month coinciding with or next following the date upon which the Insurer approves such Employee's evidence of insurability if he does not enroll within his Initial Enrollment Period, provided he is Actively at Work on such commencement date, has satisfied the appropriate Enrollment Requirements in accordance with the procedures prescribed by the Plan

Administrator, and has made the required contributions, if any, toward the cost of coverage under this Plan.

(b) In addition, a Primary Participant may elect Supplemental Life Coverage in the event he acquires an Eligible Dependent Child after such Primary Participant's Initial Enrollment Period in accordance with the following rules:

(i) A Primary Participant may elect Supplemental Life Coverage in an amount equal to his Basic Life Coverage or increase the existing Supplemental Life Coverage amount by one times Annual Pay without evidence of insurability, provided that the Primary Participant elects such coverage within the newly acquired Eligible Dependent Child's Initial Enrollment Period. Coverage under the Plan shall commence on the first day of the month coinciding with or next following the date upon which such Eligible Dependent is acquired, provided the Primary Participant is Actively at Work on such commencement date, has satisfied the appropriate Enrollment Requirements in accordance with the procedures prescribed by the Plan Administrator and has made the required contributions, if any, toward the cost of coverage under this Plan; and

(ii) In the event the Primary Participant does not elect Supplemental Life Coverage within the newly acquired Eligible Dependent Child's Initial Enrollment Period, such coverage shall commence on the date set forth in Subsection 2.5(a)(ii).

For the purposes of this Section 2.5, if a Primary Participant fails to be Actively at Work on the date that Supplemental Life Coverage would have commenced, such coverage shall commence on the first day of the month coinciding with or next following the Primary Participant's return to work.

2.6 Benefits for Eligible Retirees. An Eligible Retiree shall commence participation in the Plan on the first day of the month coinciding with or next following the date on which such former Employee becomes eligible to receive a pension or disability benefit from the U S WEST Pension Plan.

(a) Basic Life Coverage. On the first day of the month coinciding with or next following the date upon which an Eligible Retiree attains age 66, the amount of Basic Life Coverage in effect at retirement shall be reduced annually by 10 percent until the last day of the month in which an Eligible Retiree attains age 70, at which time, such Eligible Retiree's Basic Life Coverage shall remain at 50 percent of the Basic Life Coverage amount in effect prior to his 66th birthday. Notwithstanding the foregoing, for certain Eligible Retirees, such Basic Life Coverage amounts shall not be reduced below certain minimum amounts set forth in Appendix 7

or such coverage shall be augmented with Grandfathered Benefits as set forth in Appendix 3.

(b) AD&D Coverage. No Eligible Retiree shall receive AD&D Coverage under the Plan.

(c) Supplemental Life Coverage. An Eligible Retiree who has not attained age 65 may not elect Supplemental Life Coverage after retirement if he did not previously have such coverage in effect as an Eligible Employee; provided, however, that an Eligible Retiree may continue such coverage in an amount approved prior to retirement, during the period of his retirement until the last day of the month in which he attains age 65. In addition, an Eligible Retiree may not increase the amount of Supplemental Life Coverage during retirement.

(d) Dependent Life Coverage. Dependent Life Coverage shall terminate when a Primary Participant retires. Dependent Life Coverage ceases on the last day of the month in which the Primary Participant retires. Except as set forth in Subsection 3.3(e)(ii), no Dependent Life Coverage is available to Dependents of an Eligible Retiree.

2.7 Coverage Limitations. Subject to the applicable Insurance Policy, the following limitations shall apply:

(a) Basic Life Coverage. On the first day of the month coinciding with or next following the date upon which an Eligible Employee attains age 66, the amount of Basic Life Coverage shall be reduced annually by 10 percent until the last day of the month in which an Eligible Employee attains age 70, at such time, such Eligible Employee's Basic Life Coverage shall remain at 50 percent of the Basic Life Coverage amount in effect prior to his 66th birthday.

(b) AD&D Coverage. On the first day of the month coinciding with or next following the date upon which an Eligible Employee attains age 66, the amount of AD&D Coverage shall be reduced in the same manner as his Basic Life Coverage amount.

(c) Supplemental Life Coverage. On the first day of the month coinciding with or next following the date upon which an Eligible Employee attains age 66, the amount of Supplemental Life Coverage shall be reduced annually by 10 percent of such Eligible Employee's Annual Pay until the last day of the month in which an Eligible Employee attains age 70, at such time such Eligible Employee's Supplemental Life Coverage shall remain at 50 percent of the Supplemental Life Coverage amount in effect prior to his 66th birthday. Supplemental Life Coverage

shall terminate when an Eligible Employee retires, except as provided in Subsection 2.6(c).

2.8 Effect of Admission. By becoming a Participant, each Eligible Employee, Eligible Retiree, and Eligible Dependent shall for all purposes be deemed conclusively to have assented to the provisions of the Plan and all amendments thereto.

ARTICLE III

CESSATION OF PARTICIPATION AND CONTINUATION OF COVERAGE

3.1 Cessation of Participation. Except as otherwise provided in an applicable Contract, a Primary Participant shall cease to participate in this Plan on the earliest of:

- (a) The date that the Plan is terminated under Section 10.2;
- (b) The last day of the month that he ceases to satisfy the definition and requirements for coverage as a Primary Participant; or
- (c) With respect to Benefits toward the cost of which the Participant is required to contribute, the last day of the month coinciding with or next following the date in which he fails to make such required contributions.

3.2 Cessation of Coverage for Dependents. Except as otherwise provided in an applicable Contract, coverage for an Eligible Dependent shall cease on the earliest of:

- (a) The date that the Primary Participant elects to terminate such coverage;
- (b) The last day of the month in which such individual ceases to satisfy the definition and requirements for coverage as an Eligible Dependent; or
- (c) The date provided in Section 3.1 on which the Primary Participant ceases to be a Participant.

3.3 Continuation Coverage. Except as otherwise specified in an applicable collective bargaining agreement, if any, the following rules for continuation coverage under the Plan shall apply:

- (a) Primary Participants Who Are Laid Off.

(i) Basic Life Coverage and AD&D Coverage. In the event a Primary Participant is Laid Off by a Participating Company, Basic Life Coverage and AD&D Coverage may continue to be provided for a period established by the Lay Off program, beginning on the first day of the month coinciding with or next following the date on which such Employee is Laid Off and ending on the earlier of: (A) the last day of the month that is established by the Lay Off program, not to exceed 6 months from the continuation coverage commencement date or (B) the date such Employee returns to work.

(ii) Supplemental Life Coverage and Dependent Life Coverage. At the Employee's election, Supplemental Life Coverage may be continued for the same continuation period as the Basic Life Coverage and Dependent Life Coverage may be continued for 90 days, beginning on the first day of the month coinciding with or next following the date of the Lay Off; provided he continues to make the required contributions toward the cost of coverage under the Plan.

(b) Primary Participants Who Are on a Leave of Absence.

(i) Basic Life Coverage and AD&D Coverage. In the event a Primary Participant is on an approved leave of absence, Basic Life Coverage and AD&D Coverage shall continue to be provided in accordance with the Company's applicable leave policy from the end of the month in which such Participant commenced his leave of absence. The length of the continuation coverage period shall be governed by the type of leave such Participant takes.

(ii) Supplemental Life Coverage and Dependent Life Coverage. In addition, at the Primary Participant's election, Supplemental Life Coverage and Dependent Life Coverage may be continued up to the same maximum continuation period as the Basic Life Coverage set forth in the foregoing Subsection 3.3(b)(i); provided such Participant continues to make the required contributions toward the cost of coverage under the Plan.

(c) STD Recipients.

(i) Benefits Under the Plan. Basic Life Coverage and AD&D Coverage shall be provided to STD Recipients for the period during which they satisfy the definition of Eligible Employees. In addition, an STD Recipient may continue Supplemental Life Coverage and Dependent Life Coverage during such period; provided he continues to make the required contributions toward the cost of coverage under the Plan.

(ii) Election Not to Continue Coverage. An STD Recipient may elect not to continue either Supplemental Life Coverage or Dependent Life Coverage or both during the period in which he is an STD Recipient. In such event:

(A) If an STD Recipient subsequently becomes either an LTD Recipient or an MDPP Recipient, he shall not be permitted to elect Supplemental Life Coverage or Dependent Life Coverage at such time.

(B) If an STD Recipient subsequently returns to work, he may elect Supplemental Life Coverage or Dependent Life Coverage or both at the same level of coverage that was in effect prior to his becoming an STD Recipient; provided he elects such coverage within the Guaranteed Enrollment Period which shall commence on the date of his return. Such coverage shall commence on the first day of the month coinciding with or next following the date upon which he returns to work, provided he is Actively at Work on such commencement date, he has satisfied the appropriate Enrollment Requirements in accordance with the procedures prescribed by the Plan Administrator, and has made the required contributions toward the cost of coverage under the Plan.

(C) If an STD Recipient does not elect such coverage within the Guaranteed Enrollment Period, such coverage shall commence on the first day of the month coinciding with or next following the month in which the Insurer approves the evidence of insurability of the applicable individuals; provided such Employee is Actively at Work and he has satisfied the appropriate Enrollment Requirements in accordance with the procedures prescribed by the Plan Administrator and has made the required contributions toward the cost of coverage under the Plan.

(d) LTD Recipients.

(i) Basic Life Coverage and AD&D Coverage. Basic Life Coverage and AD&D Coverage shall be provided to LTD Recipients up to a maximum of 3 years from the end of the month in which a Primary Participant becomes an LTD Recipient in accordance with the following schedule:

<i>LTD Recipient Term of Employment</i>	<i>Basic Life Coverage Maximum Period</i>
Fewer than 5 years	1 year
5 but fewer than 10 years	2 years
10 but fewer than 15 years	3 years
15 or more years	Same as Eligible Retiree

(ii) Supplemental Life Coverage and Dependent Life Coverage. Supplemental Life Coverage and Dependent Life Coverage may be continued up to the same maximum period as the LTD Recipient's Basic Life Coverage continuation period set forth in the foregoing Subsection 3.3(c)(i), provided he continues to make the required contributions toward the cost of Dependent Life Coverage under the Plan. Notwithstanding the foregoing, for LTD Recipients with 15 or more years' Term of Employment, Dependent Life Coverage shall cease at the end of the month preceding the month in which an LTD Recipient is classified as a Retired Employee.

(e) MDPP Recipients.

(i) Basic Life Coverage and AD&D Coverage. Basic Life Coverage and AD&D Coverage shall be provided to MDPP Recipients up to a maximum of 3 years from the end of the month in which a Primary Participant becomes a MDPP Recipient in accordance with the following schedule:

<i>MDPP Recipient Term of Employment</i>	<i>Basic Life Coverage Maximum Period</i>
Fewer than 5 years	1 year
5 but fewer than 10 years	2 years
10 but fewer than 15 years	3 years
15 or more years	Same as Eligible Retiree

(ii) Supplemental Life Coverage and Dependent Life Coverage. Supplemental Life Coverage and Dependent Life Coverage may be continued up to the same maximum period as the MDPP Recipient's Basic Life Coverage continuation period set forth in the foregoing Subsection 3.3(c)(i); provided he continues to make the required contributions toward the cost of coverage under the Plan. In addition, each MDPP Recipient with 15 or more years' Term of Employment may continue Dependent Life Coverage up to 3 years, even though he is a Retired Employee.

3.4 Conversion Rights. A Participant shall be eligible to convert his coverage under the Plan to individual coverage in the circumstances and in accordance with the rules prescribed by the Company or set forth in any applicable Contract.

ARTICLE IV

SOURCES OF BENEFIT PAYMENTS

4.1 Contributions. Contributions under the Plan shall be paid in accordance with the following rules:

(a) Parties Making Contributions. Contributions shall be paid by the Participating Companies and Participants, in such proportions as may be determined by the Company, on a periodic basis. The Company shall communicate the applicable amount of contributions, if any, to Participants at the time of an applicable election under Article II.

(b) Participating Company Contributions and Trust. Participating Company contributions shall be paid from the Participating Company's general assets or from Trusts, as described in Appendix 6, to the extent they are used to fund Benefits under the Plan. Participating Company contributions to the Trust may be in the form of the Company's common stock and up to 25 percent of the Trust assets may be invested in Company common stock. Plan assets shall not revert to the Company in the event of Plan termination pursuant to Section 10.2.

All amounts transferred to the Trusts from retirement funding accounts maintained under group life insurance contracts shall be credited to a separate account for post-retirement life insurance benefits and used exclusively for the payment of post-retirement life insurance benefits.

(c) Participant Contributions. Participant contributions shall be collected by the Participating Company by a method as may be determined by such Participating Company as prescribed in the enrollment materials and/or the Summary Plan Description. Such contributions shall be paid to or made available for the payment of Benefits in accordance with the rules prescribed by the Company or set forth in the Plan. The Company may change the amount of contributions required of Participants at any time.

4.2 Source of Benefits. Funding for all Benefits under the Plan shall be provided as determined pursuant to Section 4.1 or one or more Contracts.

ARTICLE V

BENEFITS

5.1 Benefits. The Benefits available under the Plan are Basic Life Coverage, AD&D Coverage, Supplemental Life Coverage, and Dependent Life

Coverage, as described more fully in the applicable Contracts set forth in Appendix 4, and such other coverages as may be added to the Plan from time to time.

5.2 Payment of Benefits. The payment of Benefits under the Plan shall be in accordance with the Plan and the applicable Contracts. Benefits that are insured shall be paid by the appropriate Insurer or other Vendor with which the Company has entered into an Insurance Policy to the extent provided in the applicable Contract.

5.3 Benefit Procedures. Benefits shall be paid or provided to or on behalf of a Participant under a coverage option set forth in Section 5.1 only to the extent the Participant follows procedures prescribed in writing by the Plan Administrator for the receipt of Benefits under such option. Such procedures may provide that Benefits shall be lost or reduced for the failure of a Participant to follow such procedures. Such procedures shall be described in the Summary Plan Description or other written communications provided by the Plan Administrator or Vendor.

ARTICLE VI

REFUNDS AND REIMBURSEMENTS

6.1 Refund of Overpayments. The Plan shall be entitled to a refund from a Participant, his beneficiaries, or his estate for Benefit amounts paid in error, amounts paid for a loss sustained by a Participant that is not covered by the Plan, or Benefit amounts that exceeded the Benefits payable under the Plan on behalf of the Participant. Primary Participants shall be responsible for refunding overpaid Benefits with respect to any Participant enrolled in the Plan by the Primary Participant. The Plan shall exercise such other rights and remedies as it has available with regard to such refunds.

ARTICLE VII

CLAIMS PROCEDURE

7.1 Claims Procedure. Any claim for Benefits shall be submitted to the Plan Administrator or its delegate, in the circumstances and according to rules prescribed by the Plan Administrator or the terms of any applicable Contract. Any claim for Benefits must be submitted within the time limits, if any, set forth in the applicable Contracts.

7.2 Review of Claims. Unless an applicable Contract specifically provides a claim review and appeal procedure consistent with the requirements of ERISA, the following claims review procedures shall govern. The Claims

Administrator shall review claims for Benefits and respond thereto within a reasonable time after receiving the claim.

(a) Denial of Claims. The Claims Administrator shall provide to every claimant who is denied a claim for Benefits a written notice setting forth in a manner calculated to be understood by the claimant:

- (i) The specific reason or reasons for the denial;
- (ii) Specific references to pertinent Plan or Contract provisions on which the denial is based;
- (iii) A description of any additional material or information necessary for the claimant to perfect the claim; and
- (iv) An explanation of the claim review procedure set forth below.

The notice of a denial of claim shall be provided to the Participant within 90 days after receipt of the written claim, unless special circumstances require an extension of time for processing, which period shall not exceed an additional 90 days from the last day of the first 90-day period. In the event such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. If the notice of claim denial is not furnished pursuant to this Subsection 7.2(a) within the initial 90-day period, the claim shall be deemed denied and the claimant shall be permitted to proceed to the claim appeal procedures set forth in Subsection 7.2(b) below.

(b) Appeal of Claims. Within 60 days of receipt by a claimant of a notice denying a claim, or in the case of a deemed denial of claim described in Subsection 7.2(a) above, the claimant or his duly authorized representative may request in writing a full and fair review of the claim by the Claims Administrator. The Claims Administrator may extend the 60-day period where the nature of the benefit involved or other attendant circumstances make such extension appropriate. In connection with such review, the claimant or his duly authorized representative may review pertinent documents and may submit issues and comments, including without limitation, appropriate medical evidence or testimony of a medical expert, in writing. The Claims Administrator shall make a decision promptly and not later than 60 days after the Claims Administrator's receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than 120 days after receipt of a request for review. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be

understood by the claimant, and specific references to the pertinent Plan or Contract provisions on which the decision is based. Claims shall be processed in accordance with such other rules prescribed by the Company or set forth in any applicable Administrative Agreement. If the decision on review is not furnished within the time periods discussed in this Subsection 7.2(b), the claim shall be deemed denied on review.

(c) Second Appeal. The claimant may request a second appeal of a denied claim. Such a review shall be at the Claims Administrator's sole discretion and shall be based upon the submission of new information or on any other basis deemed appropriate by the Claims Administrator.

ARTICLE VIII

ADMINISTRATION

8.1 No Joint Fiduciary Responsibilities. Fiduciary responsibilities for the Plan shall be allocated to the "named fiduciaries," as such term is defined in ERISA. All named fiduciaries shall have only the responsibilities specifically allocated to them in the Plan and the applicable Contracts. Such allocations are intended to be mutually exclusive and no fiduciary responsibilities shall be shared among the named fiduciaries. In the event that one named fiduciary shall be required under the Plan or Contracts to follow the directions of another named fiduciary, the two fiduciaries shall not be deemed to have been assigned a shared responsibility; rather, sole fiduciary responsibility shall fall upon the fiduciary providing the direction and the only responsibility of the fiduciary receiving the direction shall be to follow such direction insofar as it is proper on its face under applicable law.

8.2 Participating Companies. Each Participating Company shall be responsible for:

- (a) Making its respective contributions hereunder; and
- (b) Keeping accurate records with respect to its Employees and furnishing such data to the Committee.

8.3 The Company.

- (a) Acting in its capacity as Plan Sponsor, the Company, shall be responsible for:
 - (i) Amendment or termination of the Plan pursuant to the provisions set forth in Article VIII herein;

(ii) Appointment of any third party service providers and vendors to the Plan other than fiduciaries; and

(iii) Appointment and removal of the members of the Committee.

(b) The Company shall also be responsible for exercising the Plan Administrator's duty in the absence of the Committee or other designated Plan Administrator.

8.4 Delegation and Allocation of Responsibility.

(a) The Company may delegate its responsibilities as Plan Sponsor to one or more persons as it deems appropriate in accordance with its corporate rules of governance.

(b) With respect to administrative responsibilities, the Company and other named fiduciaries may delegate any of their responsibilities hereunder by designating in writing other persons to carry out specified responsibilities, except as may be limited or prohibited by the Code or ERISA. Such a delegation may be made to an Employee of a Participating Company or to any other qualified party who is not an Employee, such as a Vendor, provided such other party accepts the delegation in writing.

8.5 The Committee. The Company shall appoint the Employee Benefits Committee, consisting of not fewer than three nor more than seven individuals. The Committee shall be the Plan Administrator and a named fiduciary of the Plan. The members of the Committee shall hold office at the pleasure of the Company, and shall serve without compensation. The Committee shall comply with the provisions of ERISA pertaining to the powers and responsibilities of administrators and named fiduciaries. The Committee may delegate any of its responsibilities under this Plan pursuant to Section 8.4 above. Unless otherwise determined by the Committee, the following responsibilities shall be deemed delegated to the Treasurer of the Company (or his delegate) who shall be, in that event, the named fiduciary of the Plan for the following purposes and all other purposes of managing the Plan's assets:

(a) Establishment and implementation of a funding policy, if any, consistent with the objectives of the Plan and Section 8.9;

(b) Selection of a trustee for the Plan, to the extent

applicable; and

(c) Delegation of investment responsibilities to investment managers or otherwise.

8.6 Plan Administrator. The Committee shall administer the Plan and shall be the “Administrator”, as this term is defined by ERISA. As Plan Administrator, the Committee shall have all power and authority necessary for that purpose, including, but not limited to, the following:

(a) The exclusive right to determine all matters of fact or interpretation relating to the administration of the Plan, including questions of eligibility, status and rights of all persons under the Plan, interpretation of Plan provisions in the event of ambiguities, inconsistencies, omissions, and the like, as well as determinations, grants, or denials of the amount, manner, and time of payment of any Benefits under the terms of the Plan;

(b) To prescribe procedures to be followed by Participants filing applications for Benefits;

(c) To prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, summary plan descriptions and other information explaining the Plan;

(d) To receive from each Participating Company and from Participants such information as shall be necessary for the proper administration of the Plan, and to require such information as a condition to receiving benefits under the Plan;

(e) To furnish each Participating Company, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(f) To receive, review and keep on file (as it deems necessary) reports of Plan payments and reports of disbursements for expenses directed by the Plan Administrator;

(g) To provide a full and fair review consistent with Section 7.2 to any Participant whose claim for benefits has been denied in whole or in part;

(h) To exercise such authority and responsibility as it deems appropriate in order to comply with the terms of the Plan relating to the records of the Participants and any account balances that are payable under this Plan; and

(i) To appoint or employ the services of individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel.

The Committee shall exercise its discretion and authority and shall apply the provisions of the Plan in a uniform and non-discriminatory manner so that all persons similarly situated shall be treated alike. The Committee shall have the discretion and authority to determine conclusively for all parties all questions arising in the administration of the Plan and any decision of the Committee shall be conclusive and binding and shall not be subject to further review. To the extent of any delegation under Subsection 8.4(b), such discretion and authority shall be delegated. Records of administration of the Plan shall be kept, and Primary Participants may examine records pertaining directly to themselves.

8.7 Organization of Committee. The Committee shall elect a chairman and appoint a Secretary. The Committee shall adopt such by-laws and rules of procedure as it deems desirable for the conduct of its affairs and for the administration of the Plan. It may appoint agents, who need not be members of the Committee, to whom it may delegate such powers as it deems appropriate. The Committee may make its determinations with or without meetings. It may authorize one or more of its members or agents to sign instructions, notices, and determinations on its behalf. The action of a majority of the Committee shall constitute the action of the Committee.

8.8 Expenses of the Committee. All expenses lawfully payable from the assets of the Plan that are incurred in the administration of the Plan by the Company, the Treasurer, or the Committee, or that are to be borne by a Participating Company either directly or indirectly, shall be paid from such assets except to the extent the expenses are actually paid by the Company. The Company may agree to loan funds to the Plan for the payment of Benefits and administrative expenses, without interest, on terms acceptable to the Committee.

8.9 Funding Policy. The Plan's funding policy and method are to provide Benefits through Contracts, from the general assets of the Company or through one or more welfare benefit trusts, and the contributions of Participants, whichever are applicable to each particular Benefit, as set forth in the Appendices.

8.10 Responsibility for Administration. Neither the Committee, any Participating Company nor any of its Employees shall be liable for any loss due to its error or omission in administration of the Plan unless the loss is due to the failure of the Committee or such Participating Company or such Employee to exercise the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

ARTICLE IX

PARTICIPATING COMPANIES

9.1 Adoption of Plan. Any corporation, whether or not presently existing, that becomes an Affiliated Entity after the date this Plan is adopted may become a party to the Plan by adopting the Plan for its Employees, with the consent of the Committee, or by being designated by the Committee to participate in the Plan. In the event a Participating Company adopts the Plan, such Participating Company shall deliver to the Company a certified copy of the resolutions or other documentation evidencing its adoption of the Plan and a written instrument evidencing the consent of the Committee thereto.

9.2 Agency. By becoming a party to the Plan, each such Participating Company shall constitute the Company as its agent, with the authority to act for it in all transactions that the Company believes such agency will facilitate the administration of the Plan. The Company, however, reserves to itself the right, in its sole discretion, to amend or terminate the Plan and shall retain sole authority to do so pursuant to the provisions set forth in Article X herein.

9.3 Disaffiliation and Withdrawal from the Plan.

(a) Unless the Plan Sponsor, in its sole discretion, determines otherwise,

(i) Any Participating Company that is a party to the Plan and thereafter ceases for any reason to be an Affiliated Entity shall cease to be a Participating Company in the Plan; or

(ii) the Plan Sponsor may transfer sponsorship of the Plan to such disaffiliating Participating Company effective on or before the time of the disaffiliation.

(b) Any Participating Company may, by resolution of its board of directors and written notice thereof to the Company, provide from and after the end of any calendar month for the discontinuance of Plan participation by such Participating Company and its Employees.

If sponsorship is transferred pursuant to Subsection 9.3(a)(ii) above, the Plan Sponsor (and the Participating Companies that remain Affiliated Entities of the Plan Sponsor) shall cease to be parties to the Plan at the time of the disaffiliation.

ARTICLE X

AMENDMENT AND TERMINATION

10.1 Amendment. Except to the extent limited by any applicable collective bargaining agreement, the Company reserves the right, in its sole discretion, to amend the Plan at any time, in any manner, including, without limitation, the right to amend the Plan to reduce, change, eliminate, or modify the type or amount of Benefits provided to any class of Participants. Moreover, unless otherwise explicitly provided in a Contract, no amendment shall be made to the Plan without the consent of the Company. Any such amendment of the Plan shall be effective on such date as the Plan Sponsor may determine; provided, however, that no amendment shall reduce the benefits of any Participant with respect to a loss incurred prior to the date such amendment is adopted.

10.2 Termination. Although the Company intends to maintain the Plan for an indefinite period, the Company reserves the absolute right, in its sole discretion, to terminate or partially terminate the Plan at any time, for any reason, except to the extent limited by any applicable collective bargaining agreements. The Plan shall terminate with respect to each Participant under this Section 10.2 upon action by the Board or its delegate. Any such termination or partial termination of the Plan shall be effective on such date as the Plan Sponsor may determine; provided, however, that no termination or partial termination shall reduce the benefits of any Participant with respect to a loss incurred prior to the date such termination is approved. Thereafter, neither a Participating Company nor any Participant shall have any liability or obligation to make any further contributions under the Plan.

ARTICLE XI

MISCELLANEOUS

11.1 Alienation of Benefits. Except as otherwise provided by law or as set forth in this Section 11.1, no Benefit under this Plan may be voluntarily or involuntarily assigned or alienated. Pursuant to the approval of the Insurer, a Primary Participant may assign his Basic Life Coverage and/or his Supplemental Life Coverage in accordance with the terms of the applicable Contract.

11.2 Facility of Payment. If the Plan Administrator or its delegate determines, in its sole discretion, that any person incapable of receiving entitled Benefits by reason of minority, illness infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person it selects to disburse it, whose receipt shall be complete acquittance therefor. Such payments shall,

to the extent thereof, discharge all liability of the Company, the Plan Administrator, and the Plan.

11.3 Lost Distributees. Any Benefits payable hereunder shall be deemed forfeited if the Plan Administrator is unable to locate the Participant to whom payment is due; provided, however, that such Benefit shall be reinstated if a claim is made by the Participant for the forfeited Benefits within the time established under the Plan.

11.4 Limited Purpose of Plan. The establishment or existence of this Plan, including the Contracts, shall not confer upon any Employee the right to be continued as an Employee. A Participating Company expressly reserves the right to terminate the employment of any Employee.

11.5 Severability. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

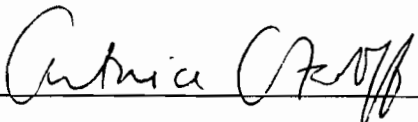
11.6 Compliance with Applicable Law. Any provision of the Plan that is in conflict with any applicable federal or state statutes or laws shall be deemed amended by this paragraph to conform to the minimum requirements of such statutes or laws.

11.7 Proof of Claim. As a condition of receiving Benefits under the Plan, a person shall be required to submit whatever proof the Claims Administrator may require.

11.8 Applicable Law. Except to the extent superseded by federal law, the Plan shall be governed by and construed in accordance with the laws of the State of Colorado.

Executed this 12th day of June, 1998.

U S WEST, INC. (formerly USW-C, Inc.)

By: 

Vice President-Law and Corporate
Title: Human Resources and Assistant Secretary

Appendix 1

Schedule of Special Payments to be Included in Annual Pay

The attached schedule of bonuses, merit awards, and other special payments shall be included in Annual Pay for the purposes of calculating a Primary Participant's coverage amounts for Basic Life Coverage, AD&D Coverage, and Supplemental Life Coverage.

**SPECIAL PAYMENTS
(TO BE INCLUDED IN ALTERNATE PAY)**

FA	BONUS - ON THE SPOT AWARD, INDIVIDUAL PERFORMANCE	504	TEAM PERFORMANCE, PREV. CO.
		5041	"
FB	BONUS - ON THE SPOT AWARD	5042	"
FB93	"	5043	"
FC	BUS. UNIT BONUS	5044	"
FC93	"		
FD	ANNUAL PERSONAL MERIT BONUS	5045	"
FE	COMPANY BONUS	5046	"
FH	MERIT AWARD - LUMP SUM PAYMENT IN LIEU OF SALARY INCREASE	5049	"
		506	ON THE SPOT AWARD
FH93	"	509	TELEMARKETING SVC. ANNIV.
FL	PERSONAL BONUS - LUMP SUM PAY- MENT BASED ON PERFORMANCE	560	SALES COMMISSION (FLAT RATE)
		561	SALES INCENTIVE QUARTERLY
FL93	"	562	PRODUCT INCENTIVE MONTHLY
FM	SALES BONUS - SALES INCENTIVE BONUS	563	PRODUCT INCENTIVE QUARTERLY
FM93	"	565	BENEFITS IN LIEU OF COMMISSION
FN	LUMP SUM PAYMENT - GENERAL INCR. PAID IN LUMP SUM	566	TELEMARKETING COMMISSION - FLAT RATE
FN93	"	567	SALES COMMISSION (TABLE RATE)
FP	KEEP WHOLE BONUS - TO MAKE UP FOR REDUCTION IN PAY	568	TELEMARKETING COMMISSION (TABLE RATE)
FR	MSP PRORATED COMPANY BONUS	582	SPECIAL PAYMENT
FV	PREV. CO. BONUS, MGMT. - BONUS PAID ON BEHALF OF OTHER U S WEST CO.	583	RED CIRCLED LUMP SUM
		588	QUARTERLY RPPA
FW	SALES BONUS - YEAR-END SALES BONUS	593	RED CIRCLE - NON STEP REDUC.
FY	PREV CO. BONUS, OCC. - BONUS PAID ON BEHALF OF OTHER U S WEST CO.	598	IN LIEU OF SALARY INCREASE
		600	ARBITRATION SETTLEMENT - DUP BKPY
GC	COMMISSIONS - SALES COMMISSIONS	601	"
GD	OTHER SALES COMMISSIONS	602	"
GE	FINDER'S FEE - COMMISSIONS PAID FOR NEW AD	603	"
		604	"
GG	PUBLISHED COMMISSION - COMM. PAID ON PUBLISHED BOOKS	605	"
		608	ARBITRATION SETTLEMENT - NON DUP
GY	RETRO PAY - RETRO STRAIGHT PAY DUE TO LATE PAPERWORK	609	"
		610	"
J6	LUMP SUM BUYDOWN	611	"
KL	MERIT AWARD	613	"
KY	MERIT AWARD	616	"
G501	GEN. TEAM AWARD - OCCUP.	617	"
G502	GEN. TEAM AWARD - OCCUP., PREV. CO.	618	"
G509	GEN. TELEMARKETING SVC. ANNIV.	619	"
Q509	"	621	"
501	TEAM AWARD - OCCUP.	670	SR MGR SHORT TERM INCENTIVE AWARD
502	TEAM AWARD - OCCUP., PREV. CO.		
503	TEAM PERFORMANCE AWARD COMP.		
5031	"		
5032	"		
5033	"		
5034	"		
5035	"		
5036	"		
5037	"		
5038	"		
5039	"		

Appendix 2
Benefits Schedule

Plan	Benefits Schedule
Basic Life	One times Annual Pay Increased to the next higher \$1,000 increment; Subject to age reduction schedule* and minimum and maximum for Retirees**
AD&D	Same as Basic Life
Supplemental Life	Option 1 - One times Basic Life Option 2 - Two times Basic Life Option 3 - Three times Basic Life Option 4 - Four times Basic Life Option 5 - Five times Basic Life Subject to age reduction schedule *
Dependent Life	Option 1 - \$6,000 spouse, \$3,000 each Child Option 2 - \$10,000 spouse, \$5,000 each Child Option 3 - \$25,000 spouse, \$10,000 each Child

- * 10% reduction each year, beginning at age 66, to 50% at age 70, subject to the ap
minimum amount.
- ** Retiree Basic Life Coverage is subject to minimum and maximum amounts as fo
Retired before 1/1/96 -- \$20,000 minimum, no maximum
Retired on or after 1/1/96 and dies after 12/31/96-- \$30,000 minimum and \$100,
If an Eligible Employee had Basic Life Coverage in excess of \$100,000 on 12/3
maximum coverage will be at the 12/31/95 level.

Appendix 3

Grandfathered Benefits

Eligible Retirees described in Subsection 2.2(d) shall receive Grandfathered Benefits, as described and provided pursuant to the insurance policy identified below:

Senior Management Post-Retirement Life Insurance Policy # GL92455, Principal Mutual Life Insurance Company

Appendix 4

Group Term Life Policies

The Plan incorporates the following Insurance Policies only to the extent that they describe Benefits, including the manner and method of accessing such Benefits.

Tab #	Benefit	Insurer	Policy Number
4 - 1	Basic Life and AD&D Coverage	Principal Mutual Life	GL82454
4 - 2	Supplemental and Dependent Life Coverage	Principal Mutual Life	GL92454
4 - 3	Retired Employee Basic Life Coverage	Principal Mutual Life	GL2454

Appendix 5

Insurers and Other Vendors

Tab #	Name of Insurer/Vendor	Contract # and Date
5 - 1	Principal Mutual Life Insurance Company	6-30-94; 4-21-98 amendment
5 - 2	WellSpring	#DEN9612113802 (1-6-97)

Appendix 6

Trusts Used to Fund the Plan

Tab #	Name of Trust
6 - 1	U S WEST Occupational Welfare Benefit Trust
6 - 2	U S WEST Management Welfare Benefit Trust
6 - 3	U S WEST Life Insurance and Welfare Trust

Appendix 7

Minimum and Maximum Benefits for Certain Eligible Retirees

Minimum and maximum Benefit coverage limitations shall apply to certain Eligible Retirees in accordance with the following rules:

1.1 Minimum Benefit.

(a) The Basic Life Coverage amount for an Eligible Retiree who retires before January 1, 1996 and dies after December 31, 1996 shall not be reduced below \$20,000.

(b) The Basic Life Coverage amount for an Eligible Retiree who retires on or after January 1, 1996 shall not be reduced below \$30,000.

1.2 Maximum Benefit. The maximum Basic Life Coverage amount for an Eligible Retiree who retires on or after January 1, 1996 shall be \$100,000 or, if greater, the Basic Life Coverage amount in effect on December 31, 1995 for any such individual covered as an Eligible Employee on that date.

Appendix 8

Minimum and Maximum Benefits for Certain Eligible Retirees

Minimum and maximum Benefit coverage limitations shall apply to certain Eligible Retirees in accordance with the following rules:

1.1 Minimum Benefit.

(b) The Basic Life Coverage amount for an Eligible Retiree who retires before January 1, 1996 shall not be reduced below \$20,000.

(a) The Basic Life Coverage amount for an Eligible Retiree who retires on or after January 1, 1996 shall not be reduced below \$30,000.

1.2 Maximum Benefit. The Basic Life Coverage amount for an Eligible Retiree who retires on or after January 1, 1996 shall not exceed \$100,000.

RESOLUTIONS OF THE QWEST PLAN DESIGN COMMITTEE

QWEST GROUP LIFE INSURANCE PLAN AMENDMENT 2003-1

WHEREAS the Qwest Group Life Insurance Plan, (formerly the U S West Group Life Insurance Plan) as Amended and Restated Effective June 12, 1998 (the "Life Plan"), is sponsored by Qwest Communications International Inc. (the "Company"); and

WHEREAS Section 10.1 of the Life Plan provides that the Company may amend the Plan;

WHEREAS Section 8.4 of the Life Plan provides that the Company may delegate its responsibility as Plan Sponsor and, pursuant to resolutions adopted at the May 2, 2001 meeting of the Board (the "May 2001 resolutions"), the Company delegated its powers as set forth in including the authority to amend the Plan, to the Company's Plan Design Committee; and

WHEREAS the Plan Design Committee delegated the authority to amend any and all the employee benefit plan sponsored by the Company, including the Life Plan to the Vice President of Human Resources – Compensation & Benefits; and

WHEREAS the Plan Design Committee determined it appropriate to amend the Life Plan effective January 1, 2004, or earlier if expressly indicated, as follows (capitalized terms shall have the meanings set forth in the Life Plan document):

- ◇ Effective January 1, 2003, to amend Section 1.1 "Employee" to amend the existing definition to update the definition for *Microsoft* case law by adding the following new paragraph, applicable to the entire definition, to the end of the paragraph:

"The determination of whether an individual performing services for the Company is an employee of the Company or an independent contractor and the determination of whether an employee of the Company is classified as a member of any classification of employees shall be made in accordance with the classifications used by the Company, in its sole discretion, and not the treatment of the individual for any purposes under the Code, common law, or any other law. The Company has full discretion to determine whether the eligibility requirements set forth herein have been satisfied. Individuals who are not classified as members of an eligible category as set forth above (including, but not limited to, individuals classified as independent contractors, non-employee consultants, and employees of entities other than the Company) do not meet the eligibility requirements and are not eligible for benefits under the Plan, even if the Company later determines that their classification is erroneous, or should be revised retroactively. If a classification of an individual or group as ineligible is determined to be incorrect or is revised retroactively, the individual nevertheless will remain ineligible. This ineligible status will apply to all periods prior to the

date of a determination that that the classification was incorrect and should be revised.”

- ◇ Effective January 1, 2004, to add to Section 1.1 a definition of “Protected Participant” to read as follows:

“Protected Participant” means a Management Employee who either

- A. (1) was employed as an active Employee and was a Participant on December 31, 2000, and

- (2) has 20 years of Term of Employment as of December 31, 2000, and

- (3) has been continuously employed from January 1, 2001 until he/she satisfies the conditions for a service pension as set forth in subparagraphs (1) – (5) in Section 5B.1(a) of the Qwest Pension Plan (the “modified Rule of 75”) and retires ; or

- B. (1) was employed as an active Employee and was a Participant on December 31, 2000, and

- (2) shall satisfy the conditions for service pension under the modified Rule of 75 on or before December 31, 2003 or, if the Participant became Disabled (as defined by the Qwest Disability Plan) prior December 31, 2003, such Participant would have been service pension eligible under the modified Rule of 75 on or before December 31, 2003 but for the Disability if such Participant had not become Disabled.

To the extent an Employee has 20 years of Term of Employment, as set forth above, and is rehired prior to December 31, 2003 and is employed by the Company on January 1, 2004, such Employee shall be a Protected Participant. Such Employee must remain continuously employed until satisfying the modified Rule of 75 and a Participant to remain a Protected Participant. An Employee who was employed by a Portability Company (as defined in the Qwest Pension Plan) on December 31, 2000 is not a Protected Participant.

The definition of Protected Participant as set forth above is intended to be consistent with the definition of this term within the Qwest Pension Plan effective January 1, 2004.

- ◇ Effective January 1, 2004, to amend the Section 1.1 definitions of “Salaried Employee” and “Occupational Employee” respectively in their entirety to read as follows:

“Salaried Employee” or “Management Employee” means an Employee whose position is not subject to automatic wage progression and whose pay is at a monthly or annual rate, excluding Employees classified as acting Management

Employees (temporarily promoted to salary status). Solely for purposes of determining eligibility for coverage as a retiree, in order to be considered as a Management Employee at the time of retirement, an Employee who was an Occupational Employee and later transfers or is rehired into a management position and retires on or after January 1, 2004, must be employed as a Management Employee for at least three consecutive years immediately prior to retiring, and satisfy all other Plan eligibility requirements, in order to be eligible for coverage under the Plan as a Management Employee at the time of retirement.”

“Occupational Employee” means a Bargained Employee or non-management, non-salaried Employee, including Employees classified as acting Management Employees (temporarily promoted to salary status). Solely for purposes of determining eligibility for health coverage as a retiree, in order to be considered as an Occupational Employee at the time of retirement, an Employee who is hired as an Management Employee and later transfers or is rehired into an occupational position and retires on or after January 1, 2004, must be employed as an Occupational Employee for at least three consecutive years immediately prior to retiring, and satisfy all other Plan eligibility requirements, in order to be eligible for coverage under the Plan as an Occupational Employee at the time of retirement.”

- ◇ To amend the Life Plan to reflect administrative practices since January 1, 2001, as reflected in participant notifications issued since then as attached hereto and in substantially the form attached hereto, effective as of the dates indicated, and to update the plan document to reflect recent regulatory guidance and case law.

RESOLVED, that the Life Plan be and hereby is amended to incorporate the amendment and modifications outlined above and in substantially the form attached hereto;

RESOLVED, that administrative practices previously adopted within the terms of the foregoing resolutions are hereby affirmed, approved and ratified in all respects as contemplated herein; and

FURTHER RESOLVED, that the Plan Design Committee be, and or its duly authorized delegate be, and each of them hereby is, authorized and instructed to execute any and all documents and to take any and all actions necessary or appropriate to effectuate the amendment of the Health Plan as contemplated herein.

Executed this ___th day of December, 2003

PLAN DESIGN COMMITTEE
QWEST COMMUNICATIONS INTERNATIONAL INC.

By *Jill R. Sanford*
Title VP - HR

RESOLUTIONS OF THE QWEST PLAN DESIGN COMMITTEE

QWEST GROUP LIFE INSURANCE PLAN AMENDMENT 2004-1

WHEREAS the Qwest Group Life Insurance Plan, (formerly the U S West Group Life Insurance Plan) as Amended and Restated Effective June 12, 1998 (the "Life Plan"), is sponsored by Qwest Communications International Inc. (the "Company"); and

WHEREAS Section 10.1 of the Life Plan provides that the Company may amend the Plan;

WHEREAS Section 8.4 of the Life Plan provides that the Company may delegate its responsibility as Plan Sponsor and, pursuant to resolutions adopted at the May 2, 2001 meeting of the Board (the "May 2001 resolutions"), the Company delegated its powers as set forth in including the authority to amend the Plan, to the Company's Plan Design Committee; and

WHEREAS the Plan Design Committee determined it appropriate to amend the Life Plan as follows (capitalized terms shall have the meanings set forth in the Life Plan document):

- ◇ Effective March 5, 2004, to amend the Section 1.1 definitions of "Salaried Employee" and "Occupational Employee" respectively in their entirety to read as follows:

"Salaried Employee" or "Management Employee" means an Employee whose position is not subject to automatic wage progression and whose pay is at a monthly or annual rate, excluding Employees classified as acting Management Employees (temporarily promoted to salary status). Solely for purposes of determining eligibility for coverage as a retiree, in order to be considered as a Management Employee at the time of retirement, an Employee who was an Occupational Employee and later transfers or is rehired into a management position and retires on or after January 1, 2004, must be employed as a Management Employee for at least three consecutive years immediately prior to retiring, and satisfy all other Plan eligibility requirements, in order to be eligible for coverage under the Plan as a Management Employee at the time of retirement. In addition, notwithstanding the foregoing or any other provision of this Plan, the term "Management Employee" includes an Employee who is represented by a union for collective bargaining purposes and for whom the union and the Company (or a subsidiary thereof) have agreed that the benefits available under the Plan for Management Employees shall be made available rather than the benefits available under the Plan for Occupational Employees, but only for such period of time as specified in the agreement between the union and the Company (or a subsidiary thereof)."

“Occupational Employee” means a Bargained Employee or non-management, non-salaried Employee, including Employees classified as acting Management Employees (temporarily promoted to salary status). Solely for purposes of determining eligibility for health coverage as a retiree, in order to be considered as an Occupational Employee at the time of retirement, an Employee who is hired as an Management Employee and later transfers or is rehired into an occupational position and retires on or after January 1, 2004, must be employed as an Occupational Employee for at least three consecutive years immediately prior to retiring, and satisfy all other Plan eligibility requirements, in order to be eligible for coverage under the Plan as an Occupational Employee at the time of retirement. In addition, notwithstanding the foregoing or any other provision of this Plan, the term “Occupational Employee” shall exclude an Employee who is represented by a union for collective bargaining purposes and for whom the union and the Company (or a subsidiary thereof) have agreed that the benefits available under the Plan to Management Employees shall be made available rather than the benefits available under the Plan for Occupational Employees, but only for such period of time as specified in the agreement between the union and the Company (or the subsidiary thereof).”

RESOLVED, that the Life Plan be and hereby is amended to incorporate the amendment and modifications outlined above and in substantially the form attached hereto;

RESOLVED, that administrative practices previously adopted within the terms of the foregoing resolutions are hereby affirmed, approved and ratified in all respects as contemplated herein; and

FURTHER RESOLVED, that the Plan Design Committee be, and or its duly authorized delegate be, and each of them hereby is, authorized and instructed to execute any and all documents and to take any and all actions necessary or appropriate to effectuate the amendment of the Life Plan as contemplated herein.

PLAN DESIGN COMMITTEE
QWEST COMMUNICATIONS INTERNATIONAL INC.

Jmg
By *Janet K Cooper*
Title _____
Date _____

By *Jeil B Sanford*
Title _____
Date _____

PLAN DESIGN COMMITTEE

Minutes and Resolutions December 13, 2006

QWEST GROUP LIFE INSURANCE PLAN

Current Situation:

- The Life Plan was amended to incorporate changes to retiree coverage which are effective January 1, 2006. The Amendment also reflects the previously approved deadline by which a civil lawsuit must be filed. Additionally, the Life Plan is amended to reflect changes to the Plan as announced to participants by means of summaries of material modifications which are attached to the Amendment. Finally, the Appendices are updated to reflect what pay is included in the definition of 'Annual Pay' and which Companies are "Participating Companies."
- Due to the implementation of a program whereby employees of a foreign subsidiary will be temporarily assigned to employment with Qwest in the United States, the Plan has to be amended to permit participation by such employee on overseas assignment during the course of such assignment.


Recommendation:

That the attached amendment which is effective January 1, 2006 is adopted in substantially the form attached hereto.

RESOLVED, that the Amendment 2006-1 to the Qwest Group Life Insurance Plan be and hereby is adopted effective January 1, 2006, in substantially the form as the attached document; and

FURTHER RESOLVED, that Erik P. Ammidown, the Director, Health, Life & Disability Benefits is hereby authorized to publish the amendment, together with descriptions as required, as soon as is administratively practicable.

By:


Teresa Taylor

By:


Felicity O'Herron

By:


Erik P. Ammidown

Date: December 13, 2006

**RESOLUTIONS OF THE QWEST PLAN DESIGN COMMITTEE
QWEST GROUP LIFE INSURANCE PLAN
AMENDMENT 2006-1**

WHEREAS the Qwest Group Life Insurance Plan, (formerly the U S West Group Life Insurance Plan) as Amended and Restated Effective June 12, 1998 (the "Life Plan"), is sponsored by Qwest Communications International Inc. (the "Company"); and

WHEREAS Section 10.1 of the Life Plan provides that the Company may amend the Plan;

WHEREAS Section 8.4 of the Life Plan provides that the Company may delegate its responsibility as Plan Sponsor and, pursuant to resolutions adopted at the May 2, 2001 meeting of the Board (the "May 2001 resolutions"), the Company delegated its powers as set forth in including the authority to amend the Plan, to the Company's Plan Design Committee; and

WHEREAS the Plan Design Committee delegated the authority to amend any and all the employee benefit plan sponsored by the Company, including the Life Plan to the Executive Vice President of Human Resources; and

WHEREAS the Plan Design Committee determined it appropriate to amend the Life Plan effective January 1, 2006, or earlier if expressly indicated, as follows (capitalized terms shall have the meanings set forth in the Life Plan document):

◇ Effective January 1, 2006, to amend the Section 1.1 definition of "Salaried Employee" and "Occupational Employee" respectively in their entirety to read as follows:

"Salaried Employee" or "Management Employee" means an Employee whose position is not subject to automatic wage progression and whose pay is at a monthly or annual rate, excluding Employees classified as acting Management Employees (temporarily promoted to salary status). Solely for purposes of determining eligibility for coverage as a retiree, an Employee who was an Occupational Employee and later transfers or is employed in a management position and retires on or after January 1, 2004, must be employed as a Management Employee for at least thirty six (36) consecutive months immediately prior to retiring, and satisfy all other Plan eligibility requirements, in order to be eligible for coverage under the Plan as a Management Employee at the time of retirement. In addition, notwithstanding the foregoing or any other provision of this Plan, the term "Management Employee" includes an Employee who is represented by a union for collective bargaining purposes and for whom the union and the Company have agreed that the benefits available under the Plan for Management Employees shall be made available rather than the benefits available under the Plan for Occupational Employees, but only for such period of time as specified in the agreement between the union and the Company. Further, the term shall include an Employee who is an employee of any non-U.S. subsidiary or affiliate who is assigned to work within the U.S. and placed on a Participating Company payroll pursuant to an Overseas Letter of Assignment for

finite periods of employment within the U.S., and participation in the Plan by such Management Employee will be pursuant to his Overseas Letter of Assignment.

“Occupational Employee” means a Bargained Employee or non-management Employee, including Employees classified as acting Management Employees (temporarily promoted to salary status). Solely for purposes of determining eligibility for coverage as a retiree, an Employee who was a Management Employee and later transfers or is employed in an Occupational Employee status and retires on or after January 1, 2004, must be employed as an Occupational Employee for at least thirty six consecutive months immediately prior to retiring, and satisfy all other Plan eligibility requirements, in order to be eligible for coverage under the Plan as an Occupational Employee at the time of retirement. In addition, notwithstanding the foregoing or any other provision of this Plan, the term “Occupational Employee” shall exclude an Employee who is represented by a union for collective bargaining purposes and for whom the union and the Company have agreed that the benefits available under the Plan to Management Employees shall be made available rather than the benefits available under the Plan for Occupational Employees, but only for such period of time as specified in the agreement between the union and the Company .

- ◇ Effective January 1, 2006, to amend the Section 1.1 definition of “Basic Life Coverage” to add:

Effective January 1, 2006, with respect to Occupational Employees upon their retirement, the Basic Life Coverage is a flat \$10,000 Benefit. Effective January 1, 2006, with respect to Post-1990 Occupational Retirees, the Basic Life Coverage is a flat \$10,000 Benefit. To the extent a Post-1990 Occupational Retiree has elected and maintained participation in Supplemental Life Coverage, the amount of such Benefit shall not be impacted due to this change in Basic Life Coverage.

- ◇ Effective January 1, 2006, to amend the Section 1.1 definition of “Participating Company” as follows:

“Participating Company” means individually or collectively as the context may require, any Affiliated Entity that, with the consent of the EBC, participates in the Plan and which is listed on the Appendix 7. Qwest Communications International Inc., Qwest Services Corporation (QSC) and the wholly owned subsidiaries of QSC with employees that participate in this Plan as of the effective date of the restatement and as listed on Appendix 7 shall be a Participating Company. With respect to subsidiaries, divisions, or affiliates acquired or organized by Qwest after the Effective Date, such entity shall become a Participating Company in the Plan effective as of the date, if any, that participation by such entity is approved by the EBC and as of the date the Plan Sponsor, or its delegate, Director, Employee Benefits, Health, Life & Disability, in its discretion amends Appendix 7 to add such entity. The Director, Employee Benefits, Health, Life & Disability, has the authority to amend Appendix 7 at any time.

- ◇ Effective January 1, 2006, to add a new Section 7.3 “Legal Remedy” as follows:

7.3 Legal Remedy. After exhausting the claims procedure as provided in Section 7.2, nothing shall prevent any person from pursuing any other legal remedy; provided, however, that no person shall have the right to file a civil action, proceeding or lawsuit against the Plan or any person acting with respect to the Plan, including, but not limited to, the Company, any Participating Company, the Plan Administrator or any other Plan fiduciary, or any third party service provider, after the last day of the twelfth (12th) month following the later of (1) the deadline for filing an appeal under the Plan or (2) the date on which an adverse benefit determination on appeal was issued with respect to such Plan benefit claim.

- ◇ Effective January 1, 2006, to amend Section 9.1 “Adoption of Plan” in its entirety as follows:

9.1 Adoption of Plan. Any corporation, whether or not presently existing, that becomes an Affiliated Entity after the date this Plan is adopted may become a party to the Plan by adopting the Plan for its Employees, with the consent of the Committee, or by being designated by the Committee to participate in the Plan on Appendix 7.

- ◇ Effective January 1, 2006, to amend Appendix 1 in substantially the form attached hereto.

- ◇ Effective January 1, 2006, to add Appendix 7 in substantially the form attached hereto.

- ◇ To amend the Life Plan to reflect administrative practices since January 1, 2004, as reflected in participant notifications issued since then as attached hereto and in substantially the form attached hereto, effective as of the dates indicated, and to update the plan document to reflect recent regulatory guidance and case law.

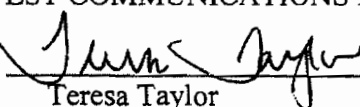
RESOLVED, that the Life Plan be and hereby is amended to incorporate the amendments and modifications outlined above and in substantially the form attached hereto;

RESOLVED, that administrative practices previously adopted within the terms of the foregoing resolutions are hereby affirmed, approved and ratified in all respects as contemplated herein; and

FURTHER RESOLVED, that the Plan Design Committee be, and or its duly authorized delegate be, and each of them hereby is, authorized and instructed to execute any and all documents and to take any and all actions necessary or appropriate to effectuate the amendment of the Life Plan as contemplated herein.

Executed this 13th day of December, 2006

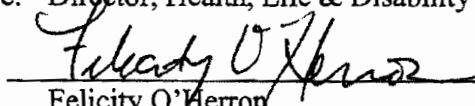
PLAN DESIGN COMMITTEE
QWEST COMMUNICATIONS INTERNATIONAL INC.

By: 
Teresa Taylor

Title: Executive Vice President

By: 
Erik P. Ammidown

Title: Director, Health, Life & Disability

By: 
Felicity O'Herron

Title: Vice President, Human Resources - Compensation

Appendix 1
SPECIAL PAYMENTS (TO BE INCLUDED IN ANNUAL PAY)

The Schedule below shall be included in Annual Pay for purposes of calculating a Primary Participant's coverage amounts for Basic Life Coverage, AD&D Coverage and Supplemental Life Coverage. A code beginning with a "Y" is an Occupational Employee Code; all others are Management Employee codes.

Earn Code Descr	Earn Code Descr
ACM ASP Commission Pay	Y01 Annual Occupational Bonus
ADV Commission Advance	Y06 Conversion Payment
BMS Commission RVP & BM Payout	Y07 Quota Payment
BRI Commission Bridge Payment	Y12 Lead Referral Commission
CCS Commission – CCS	Y13 Benefits In Lieu
CDJ Commission – Adjust	Y15 Lump Sum Red Circle
COM Commission	Y18 Lump Sum Reassignment
CRB Commission – Review Board	Y21 OJA Biweekly Lump Sum
DRW DRAW	Y22 Misc Special Pmt
FSR Field Support Rep	Y27 Enhanced Comp Plan
INC Commission Incentive	Y28 Bonus Incentive Plan
IRB In-Region Bonus	Y2B Gen Avg Earnings Pd
ITS Commission – ITS	Y2W Sales Commissions
KBS Bell South KPA	Y2Y Other Sales Commission
KPA Key Product Award	Y31 Performance Commission
NRD Non Recoverable Draw	Y32 Published Commission
OAG Qwest/Bell South Commissions	Y33 IYP Commissions
OBU Commission Other Business Unit	Y34 Transition Buyout
OPS Operator Services Commission	Y35 Consideration Buyout
PPC Comm on Prepaid Calling Cards	Y36 Reassignment Lump Sum
QCO Comm QIS DIA	Y3L EEO Settlement
QLW Comm QIS Equipment & SVS	Y43 Incentive Compensation
QWH Comm QIS Web Hosting	Y4R FMLH Holiday
RCD Recoverable Draw	Y5C IndividUAl Special Pmt
RF2 Repay Generated Avg Earns Pd	Y5M Force Pool Lump Sum
RM3 Repay Gen Avg Earns Pd Fica Ex	Y97 Gen Avg Earns Pd Fica Exempt
RWB Renewal Bonus	YC4 Sales Commission Flat Rt
SAB Sales Bonus	YC9 EEO Settlement
SCO Sales Contest	YD3 Quarterly Bonus
SOD Comm – Special Dispensation	YD4 Monthly Bonus
SQB Sales Quota Bonus	YD5 Sales Bonus
WSW Wholesales – Monthly	

Appendix 7

Participating Companies

Qwest Communications Corporation
Qwest International Services Corp.
Qwest Interprise America, Inc.
Qwest Broadband Services
Qwest Information Technologies
Qwest Wireless, LLC
Qwest Corporation
Qwest Communications Government Services, Inc.
Qwest Business Resources, Inc.
Malheur Home Telephone Company
Qwest Services Corporation

SUMMARY OF MATERIAL MODIFICATIONS

QWEST ACTIVE PARTICIPANTS

- Health and Life Protected Participant Definition Change
- Retiree Health and Life Eligibility Change in Rules for Transfers and Rehires Between Occupational and Management

The Qwest Health Care Plan is a comprehensive health and welfare benefits program for eligible Qwest participants. The Qwest Life Insurance Plan is a welfare benefit plan that provides life insurance benefits for eligible employees and retirees. Effective January 1, 2004, Qwest Communications International Inc. (the "Company") adopted amendments to the Qwest Health Care Plan and the Qwest Life Insurance Plan (collectively, the "Plans").

HEALTH AND LIFE PROTECTED PARTICIPANT DEFINITION CHANGE

Please note that the definition of Protected Participant for the Health and Life Plans may vary from the definition of Protected Participant set forth in the Qwest Pension Plan.

Prior amendments to the Plans introduced the definition of a "Protected Participant" for Management Employees. In order to be eligible for retiree health and life benefits, Management Employees must meet the requirements of the definition of a Protected Participant and meet the "modified Rule of 75"¹ upon retirement from Qwest.

- Effective January 1, 2004, solely for purposes of determining eligibility for retiree health and life coverage under the Qwest Health and Life Plans, the definition of Protected Participant changes to:

Protected Participant means a Management Employee who either:

- (1) was employed as an active Employee and was a Participant in the Plans on December 31, 2000, and
 - (2) has 20 years Term of Employment (TOE) as of December 31, 2000, and
 - (3) has been continuously employed from January 1, 2001 until he/she satisfies the conditions for the modified Rule of 75 and retires from the Company;

OR

- (1) was employed as an active Employee and was a Participant on December 31, 2000, and

¹ **Modified Rule of 75** - Briefly, the modified Rule of 75 under the Qwest Pension Plan is met if a Participant separates from service from the Company and satisfies at the time of his/her separation one of the following minimum age and service requirements:

- (1) at least age 65 and completion of a ten year Term of Employment (TOE);
- (2) age 60 and completion of a fifteen year TOE;
- (3) age 55 and completion of a twenty year TOE;
- (4) age 50 and completion of a twenty-five year TOE; or
- (5) completion of a thirty year TOE.

There are additional requirements regarding the modified Rule of 75. For additional information regarding the Rule, please refer to the SPD for the Qwest Pension Plan or subparagraphs (1) – (5) of Section 5B.1(a) of the Qwest Pension Plan Document.

- (2) shall satisfy the conditions for the modified Rule of 75 on or before December 31, 2003 or, if the Participant became Disabled (as defined by the Qwest Disability Plan) prior to December 31, 2003, such Participant would have satisfied the modified Rule of 75 on or before December 31, 2003 if he/she had not become Disabled.

To the extent an Employee had 20 years TOE by December 31, 2000 as set forth above, leaves and is rehired prior to December 31, 2003 and is employed by the Company on January 1, 2004, such Employee shall also be a Protected Participant. Such Employee must remain continuously employed until meeting the modified Rule of 75 to remain a Protected Participant.

An Employee who was employed by a Portability Company (as defined in the Qwest Pension Plan) on December 31, 2000 is not a Protected Participant.

RETIREE HEALTH AND LIFE ELIGIBILITY CHANGE

The following rules will be applied solely for purposes of determining eligibility for retiree health and life coverage under the Plans:

- **Management to Occupational Transfers.**

Any Employee who:

1. was a Management Employee and transfers to or is rehired into an Occupational position, and
2. retires on or after January 1, 2004

must be employed as an Occupational Employee for at least three (3) consecutive years immediately prior to retiring and must satisfy all other eligibility requirements of the Plans in order to be considered eligible for coverage under the Plans as an Occupational retiree.

Otherwise, such Employee shall remain a Management Employee for purposes of retiree coverage under the Plans, provided that he/she satisfies all other eligibility requirements.

Please note that this rule applies solely for determining eligibility for retiree health and life coverage.

- **Occupational to Management Transfers.**

Any Employee who:

1. was hired as an Occupational Employee and transfers or is rehired into a Management position, and
2. retires on or after January 1, 2004

must be employed as a Management Employee for at least three (3) consecutive years immediately prior to retiring and must satisfy all other eligibility requirements of the Plans in order to be considered as eligible for coverage under the Plans as a Management retiree.

Otherwise, such Employee shall remain an Occupational Employee for purposes of retiree coverage under the Plans, provided that he/she satisfies all other eligibility requirements.

Please note that this rule applies solely for determining eligibility for retiree health and life coverage.

Right to Interpret and Amend

- This SMM provides you with information about the changes to the Plan. If there is any conflict between the terms of the official Plan document and this SMM, the terms of the official Plan document will govern. Qwest reserves the right to interpret and resolve any ambiguities in the Plan or any document relating to the Plan.
- The Company, 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 Plans. The Company, in its separate roles as the Plan Sponsor and the Plan Administrator, continues to retain the right, within its sole discretion and authority, at any time to amend, modify or eliminate any provision of the Plans or to not amend the Plans at all, and/or to terminate the Plans, subject to all applicable law.

Questions?

If you have any questions, call the Qwest Service Center at **800-729-PLAN (7526)** and choose the Health and Life option.

Please keep this SMM with your copy of the SPDs which summarize Qwest's health and welfare benefit plans. In order to comply with ERISA requirements, Qwest will be directly mailing you a copy of this SMM as well.



Summary of Material Modifications of the Qwest Employee Benefit Plans

2004 and 2005 Plan Years

Please Note: This Summary of Material Modifications is provided to you in accordance with the disclosure requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the federal law which governs certain of Qwest-sponsored employee benefit plans. *Some sections of this document will not apply to certain individuals because not all are eligible to participate in or are participants in the plans. The terms of each respective plan govern eligibility for benefits.*

QWEST GROUP LIFE INSURANCE PLAN — SUMMARY OF CHANGES

Please keep this SMM with your Summary Plan Description for the Qwest Group Life Insurance Plan and other previously issued SMMs. If you have questions regarding your life insurance benefits or this SMM, call the Qwest Service Center at 800-729-PLAN (7526).

The following change has been made to the Qwest Group Life Insurance Plan:

Classification for Benefit Purposes

Effective Mar. 5, 2004, pursuant to a letter agreement negotiated with Communications Workers of America (CWA) and International Brotherhood of Electrical Workers (IBEW), the definitions of Management Employee and Occupational Employee were modified solely for purposes of eligibility for certain employee benefits when certain employees are classified as "occupational" or "management."

EXTENSION OF MILITARY LEAVE BENEFITS

Qwest has decided to continue to extend benefits through Sep. 25, 2005. Refer to the Military Leave Policy 800.606 on **HRxpress** for more information.

QWEST QUALIFIED TRANSPORTATION PLAN — SUMMARY OF CHANGES

Please keep this SMM with your Summary Plan Description for the Qwest Qualified Transportation Plan and other previously issued SMMs. If you have questions regarding your transportation benefit or this SMM, call the Qwest Service Center at 800-729-PLAN (7526).

Important changes have been made to the Qwest Qualified Transportation Plan. These changes include:

IRS Increases Amounts You Can Contribute to Qwest Transportation/Parking FSA

Recently, the Internal Revenue Service increased the amount that you may contribute on a pre-tax basis to the Transportation/Parking Flexible Spending Account under the Qwest Qualified Transportation Plan. Effective Jan. 1, 2005, you can contribute toward either a parking or mass transit account as follows:

PARKING/MASS TRANSIT FSA*	
You can enroll, discontinue or change your contribution on a monthly basis.	
Parking minimum monthly contribution	\$ 20.00
Parking maximum monthly contribution	\$200.00
Mass transit minimum monthly contribution	\$ 20.00
Mass transit maximum monthly contribution	\$105.00

How to Enroll or Make Changes to Your Election

To enroll in the pre-tax Transportation/Parking Spending Account, make changes or discontinue contributions, visit the **HRxpress**. You can locate the forms and additional details under the Employee Tools tab. Reimbursement accounts are administered by MII Life (Select Account) at www.miiife.com or 800-859-2144.

***NOTE:** Changes or cancellations must be received by the 15th of the month prior to the month you want the change to take effect.

WHAT'S NEW FOR 2006 (SUMMARY OF MATERIAL MODIFICATIONS)

The Qwest Health Care Plan is a comprehensive health and welfare benefits program available to all eligible Qwest participants. Effective Jan. 1, 2006, Qwest Communications International Inc. has changed several of the health plan benefit options available to management employees, post-1990 management retirees and management COBRA, LTD and direct bill participants. This document is intended to serve as a "Summary of Material Modifications" ("SMM") pursuant to the requirements of Section 104 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This SMM is provided to notify you of the changes to the Qwest Health Care Plan (the "Plan") and the Qwest Group Life Insurance Plan (the "Life Plan"). Please keep this SMM with your Summary Plan Description and SMMs that have previously been issued for future reference.

To Whom Do These Changes Apply?

These changes apply to all active management employees, management COBRA participants and direct bill participants, management LTD participants who were disabled on or after Jan. 1, 1991, and management retirees who retired on or after Jan. 1, 1991, and their eligible dependents and surviving spouses.

PLEASE NOTE THE FOLLOWING CHANGES EFFECTIVE JAN. 1, 2006			
Active Management Employees and COBRA, LTD and Direct Bill Participants		Post-1990 Management Retirees	
1	Monthly Contribution Increase	1	Monthly Contribution Increase
2	Reduction in Monthly Contribution for Health Care for Occupational Employees with Management Benefits	2	N/A
3	Health Plan Benefit Option Changes	3	Health Plan Benefit Option Changes
4	Health Plan Deductible, Out-of-Pocket Maximum and Copay Changes	4	Health Plan Deductible, Out-of-Pocket Maximum and Copay Changes
5	ZIP Code Change for Medical Eligibility	5	N/A
6	Health Plan Default Coverage Change	6	Health Plan Default Coverage Change
7	Dental Eligibility based on ZIP Code	7	Dental Eligibility based on ZIP Code
8	Vision Plan Change	8	N/A
9	Life Plan Change for Employees in Texas	9	Life Plan Change for Employees in Texas
10	N/A	10	Coordination with Medicare Part D Pharmaceutical Benefits

1. Monthly Contribution Increase

- ▶ The monthly contributions for 2006 are listed on your enrollment statement. Please be aware that the monthly contributions for many benefit options will increase for 2006.

2. Reduction in Monthly Contribution for Health Care for Occupational Employees with Management Benefits

- ▶ If you are an Occupational employee eligible for Management health plan benefit options, your monthly contribution effective Jan. 1, 2006 will be reduced in accordance with the terms of the Collective Bargaining Agreement.

3. Health Plan Benefit Option Changes

- ▶ **New Health Plan Benefit Option Available.** Medica is a new health plan benefit option available to all eligible participants in the Minnesota (MN), North Dakota (ND), and Wisconsin (WI) areas. For more information on this benefit option, please review the *Benefit Option Highlights* section of this guide.
 - **Blue Cross Blue Shield Health Plan Benefit Option in MN, ND and WI Eliminated.** The BCBS health plan benefit option is no longer available. Please refer to your enrollment statement for a listing of the health plan benefit options that are now available to you.
- ▶ **Health Plan Service Area Changes:** Some health plan benefit options have changed their service area. Check your enrollment statement for the health plan benefit options available to you in 2006.

4. Health Plan Deductible, Out-of-Pocket Maximum and Copay Changes

- ▶ Many of the deductibles, out-of-pocket maximums and copay amounts have increased for 2006. For details regarding specific changes, please review the *Benefit Option Highlights* section of this guide.

5. ZIP Code Change for Medical Eligibility

- ▶ Your eligibility to elect to participate in the health plan benefit options will be based only on your home ZIP code rather than on your home or work ZIP codes. If you live or work in a No-Network area and wish to enroll in a Network benefit option, please contact the Qwest Service Center at 1 800-729-7526. You may not be eligible for all the health plan benefit options listed in your state due to differences in plan service areas and your home ZIP code.

6. Health Plan Default Coverage Change

- ▶ We strongly encourage you to actively review and select your health plan benefit option for 2006.
 - **If your 2005 health plan benefit option is no longer available:** If you were enrolled in the Blue Cross Blue Shield Benefit Option in MN, ND or WI, your coverage has been defaulted to the Medica Benefit Option for network areas and UnitedHealthcare (UHC) for no-network areas with the same coverage tier you had in 2005. If a dependent is listed in either your Open Enrollment or confirmation statement but is determined to be ineligible through the Qwest Dependent Validation, that individual will be retroactively removed from the applicable Medical and/or Dental and Vision coverage.
 - **If your 2005 health plan benefit option is available:** Your coverage will be defaulted to the **SAME** health plan benefit option and coverage tier you had in 2005 unless you make a change.

7. Dental Eligibility based on ZIP code

- ▶ Your eligibility to elect to participate in the Preferred Dental Program (PDP) benefit option will be based only on your home ZIP code.

8. Vision Benefit Option Change

- ▶ Cole Managed Vision has been acquired by EyeMed Vision Care. Qwest employees and their dependents will now be offered the EyeMed Vision Care Select Plan effective Jan. 1, 2006. JCPenney Optical no longer participates on the panel. There is no change to the benefit coverage.

9. Life Plan Change for Employees in Texas

- ▶ The restriction for Supplemental Life Insurance in Texas has been removed. Qwest employees residing in Texas are currently limited to an amount of Supplemental Life Insurance equal to 5 1/2 times basic annual earnings (BAE). Effective Jan. 1, 2006 this limit will no longer apply. Employees enrolled for 5 1/2 times BAE will have their coverage level automatically increased to six times BAE effective Jan. 1, 2006 without an evidence of insurability requirement. Employees impacted by this change who do not want their coverage level increased must change their option during Open Enrollment to a lower level.

10. Coordination with Medicare Part D Pharmaceutical Benefits

- ▶ Pharmaceutical and prescription benefits for participants who enroll in both Medicare Part D prescription benefit and who enroll in a medical benefit option under the Plan shall have those benefits coordinated. Unless the Plan is primary, prescription benefits under the Plan will be reduced by the amount payable by Medicare Part D for the same covered expenses (whether the amount payable by Medicare is actually made). This coordination of benefits for pharmaceutical and prescription benefit applies only to Medicare Part D coverage, and not to prescription benefits under private plans. **If you elect to enroll in a Medicare Part D prescription plan, claims for benefits first must be filed with Medicare.** To the extent your pharmaceutical and prescription expenses are not paid by your Medicare Part D plan, claims can be filed with the Plan.

**RESOLUTIONS OF THE QWEST PLAN DESIGN COMMITTEE
QWEST GROUP LIFE INSURANCE PLAN
REGARDING AMENDMENT 2007-1**

WHEREAS the Qwest Group Life Insurance Plan, (formerly the U S West Group Life Insurance Plan) as Amended and Restated Effective June 12, 1998 (the "Life Plan"), is sponsored by Qwest Communications International Inc. (the "Company");

WHEREAS Section 10.1 of the Life Plan provides that the Company may amend the Plan;

WHEREAS Section 8.4 of the Life Plan provides that the Company may delegate its responsibility as Plan Sponsor and, pursuant to resolutions adopted at the May 2, 2001 meeting of the Board, the Company delegated its powers as set forth therein, including the authority to amend the Plan, to the Company's Plan Design Committee;

WHEREAS the Plan Design Committee delegated the authority to amend any and all the employee benefit plans sponsored by the Company, including the Life Plan, to the Executive Vice President of Human Resources;

WHEREAS the Plan Design Committee previously amended the Life Plan: (a) on October 14, 2005 to, *inter alia*, change the Basic Life Coverage for Post-1990 Occupational Retirees to reduce such benefit to a fixed \$10,000 benefit effective January 1, 2006, and (b) on September 14, 2006 to, *inter alia*, change the Basic Life Coverage for all Pre-1991 Retirees, ERO-1992 Retirees, and Management Post-1990 Retirees to reduce such benefit to a fixed \$10,000 benefit effective January 1, 2007 (collectively the "Prior Life Plan Amendments"); and

WHEREAS the Plan Design Committee has determined it appropriate to further document the Prior Life Plan Amendments by amending the Life Plan as follows (capitalized terms above and below shall have the meanings set forth in the Life Plan):

◇ Effective January 1, 2007, the Section 1.1 definition of "Basic Life Coverage" was restated in its entirety as follows:

"Basic Life Coverage" means basic life insurance coverage in an amount equal to an Eligible Employee's Annual Pay that is available as a Benefit; provided, however, that the basic life insurance coverage amount for ELIP Participants who are Eligible Employees shall be limited to no more than a maximum Benefit of \$50,000 and the Benefit for an Eligible Retiree who is an ELIP Participant shall be in accordance with other Benefit limitations as set forth in the Plan and below.

Effective January 1, 2006, with respect to Occupational Employees who upon their retirement become Eligible Retirees, the Basic Life Coverage is a \$10,000 Benefit. Effective January 1, 2006, with respect to Post-1990 Retirees who are former Occupational Employees, the Basic Life Coverage is a \$10,000 Benefit. To the extent a Post-1990 Retiree who is a former Occupational Employee has elected and maintained participation in Supplemental Life Coverage, the amount of such Benefit shall not be impacted due to this change in Basic Life Coverage.

Effective January 1, 2007, with respect to all Eligible Employees, who upon their retirement become Eligible Retirees, the Basic Life Coverage is a \$10,000 Benefit. Effective January 1, 2007, with respect to all Eligible Retirees (including, but not limited to, Pre-1991 Eligible Retirees, Post-1990 Management Retirees, and Post-1990 Retirees who are former Occupational Employees), the Basic Life Coverage is a \$10,000 Benefit. To the extent an Eligible Retiree has elected and maintained participation in Supplemental Life Coverage, the amount of such Benefit shall not be impacted due to this change in Basic Life Coverage.

◇ Effective January 1, 2007, Section 2.6 was restated in its entirety as set forth below to delete subsection (a) "Basic Life Coverage," and to re-designate the remaining subsections of Section 2.6 as follows:

2.6 Benefits for Eligible Retirees. An Eligible Retiree shall commence participation in the Plan on the first day of the month coinciding with or next following the date on which such former Eligible Employee becomes eligible to receive a service pension or disability benefit in accordance with the terms of the US WEST Pension Plan or its successor, the Qwest Pension Plan. The Benefit is the Basic Life Coverage as defined and set forth in Section 1.1.

Section 2.6(b) "AD&D Coverage" is now designated Section 2.6 (a)
 Section 2.6(c) "Supplemental Life Coverage" is now designated Section 2.6 (b)
 Section 2.6(d) "Dependent Life Coverage" is now designated Section 2.6 (c)

◇ Effective January 1, 2007, Appendix 2 "Benefits Schedule" was amended to restate the Basic Life Benefit as follows and to delete the **footnote on Appendix 2:

Plan Benefit Coverage	Benefit Schedule
Basic Life – Active Eligible Employees	Management - One and one-half Times Annual Pay Occupational- One Times Annual Pay Increased to the next higher \$1,000 increment; Subject to age reduction schedule as set forth in Section 2.7 (a)
Basic Life – Eligible Retired Employees	The Basic Life Coverage is a \$10,000 Benefit

◇ Effective January 1, 2007, Appendices 7 and 8 "Minimum and Maximum Benefits for Certain Eligible Retirees" were deleted in their entirety.

RESOLVED, that the Life Plan be and hereby is amended to further document the Prior Life Plan Amendments and to incorporate the amendments and modifications outlined above;

RESOLVED, that administrative practices previously adopted within the terms of the foregoing resolutions are hereby affirmed, approved and ratified in all respects as contemplated herein; and

FURTHER RESOLVED, that the Plan Design Committee be, and or its duly authorized delegate be, and each of them hereby is, authorized and instructed to execute any and all documents and to take any and all actions necessary or appropriate to effectuate the amendment of the Life Plan as contemplated herein.

Executed this 7 day of June, 2007.


PLAN DESIGN COMMITTEE
QWEST COMMUNICATIONS INTERNATIONAL INC.

By: 
Teresa Taylor

Title: Executive Vice President

By: 
Erik P. Ammidown

Title: Director, Health, Life & Disability

By: 
Felicity O'Herron

Title: Vice President, Human Resources - Compensation