

SUPPLEMENT  
to Consent Solicitation Statement,  
dated March 8, 2024

**Lumen Technologies Inc.  
Level 3 Financing, Inc.**

**Solicitation of Consents Relating to**  
**Lumen Technologies Inc.'s 4.000% Senior Secured Notes due 2027 (CUSIP Nos. 156700 BC9 and U1566P AC9)**  
**and Level 3 Financing, Inc.'s 3.400% Senior Secured Notes due 2027 (CUSIP Nos. 527298 BP7 and U52783 AU8)**  
**3.875% Senior Secured Notes due 2029 (CUSIP Nos. 527298 BQ5 and U52783 AV6)**  
**10.500% Senior Secured Notes due 2030 (CUSIP Nos. 527298 BU6 and U52783 AZ7)**  
**4.625% Senior Notes due 2027 (CUSIP Nos. 527298 BN2 and U52783 AT1)**  
**4.250% Senior Notes due 2028 (CUSIP Nos. 527298 BR3 and U52783 AW4)**  
**3.625% Senior Notes due 2029 (CUSIP Nos. 527298 BS1 and U52783 AX2)**  
**3.750% Sustainability-Linked Senior Notes due 2029 (CUSIP Nos. 527298 BT9 and U52783 AY0)**

**The consent deadline has not been extended. The Consent Solicitation will expire at 5:00 p.m., New York City time, on March 15, 2024, unless otherwise extended or revoked (such date and time with respect to a series of Notes, as the same may be extended, the “Expiration Date”).**

This supplement (this “Supplement”) to the Consent Solicitation Statement, dated March 8, 2024 (as it may be amended or supplemented from time to time, the “Consent Solicitation Statement”) of Lumen Technologies, Inc. (“Lumen Tech”) and Level 3 Financing, Inc. (“Level 3”) supplements and supersedes the information in the Consent Solicitation Statement to the extent expressly set forth below. Except as expressly set forth below, all terms and conditions of the Consent Solicitation Statement remain the same. This Supplement is qualified in its entirety by, and should be read together with, the Consent Solicitation Statement. Capitalized terms used in this Supplement but not defined have the meanings given to them in the Consent Solicitation Statement.

**AMENDMENT TO THE PROPOSED AMENDMENTS**

The Consent Solicitation Statement describes the Proposed Amendments to be made to the Indenture applicable to each series of Notes for which the Requisite Consents are received and accepted. This Supplement modifies the Proposed Amendments as follows. There are no other changes to the Proposed Amendments.

In lieu of paragraph (a)(w)(A) set forth beneath the header “THE PROPOSED AMENDMENTS” set forth in the Consent Solicitation Statement, paragraph (a)(w)(A) set forth beneath the header “THE PROPOSED AMENDMENTS” shall be amended to add the following bolded, underlined text:

“(A) waiver by each Beneficial Owner and each person that becomes a Beneficial Owner after the Closing Date, on behalf of itself and its predecessors, successors, assigns, agents, subsidiaries (except in the case of any Consenting Lumen Tech Revolving Lender or Consenting Lumen Tech Term A/A-1 Lender (each as defined in the TSA) that is a bona fide commercial bank, **any Consenting Lumen Tech Revolving Lender Trading Desk (as defined in the TSA) or any other affiliate of a bona fide commercial bank**), affiliates (except in the case of any Consenting Lumen Tech Revolving Lender or Consenting Lumen Tech Term A/A-1 Lender (each as defined in the TSA) that is a bona fide commercial bank, **any Consenting Lumen Tech Revolving Lender Trading Desk (as defined in the TSA) or any other affiliate of a bona fide commercial bank**), and representatives and as Beneficial Owners that have provided consents constituting collectively the Requisite Consents (the “Consenting Beneficial Owners”) to the maximum extent that such Consenting Beneficial Owners may act collectively under the Indentures, and each Trustee for itself and on behalf of the Beneficial Owners (at the direction of the Consenting Beneficial Owners, who constitute Consenting Beneficial Owners under the Indentures, to the maximum extent permitted by each Indenture), of any cause of action, including but not limited to any actual, if any, and alleged defaults, Defaults or Events of Default, or any other claims of breach under any loan document, note document or similar term as used or defined in any credit agreement, indenture or other definitive document governing any indebtedness of the Company, Qwest Corporation (“QC”) or Qwest Capital Funding, Inc. or any of their respective subsidiaries and existing immediately prior to the Closing Date that can be waived as of the Closing Date, together with any and all related consequences thereof, including without limitation any actual or purported acceleration, in each case of any indebtedness of the Company, QC and each of their Subsidiaries (the “Waiver”) and”

In lieu of paragraph (a)(w)(B) set forth beneath the header “THE PROPOSED AMENDMENTS” set forth in the Consent Solicitation Statement, paragraph (a)(w)(B) set forth beneath the header “THE PROPOSED AMENDMENTS” shall be amended to add the following bolded, underlined text:

“(i) release and discharge by each Beneficial Owner and each person that becomes a Beneficial Owner and the Trustee (for itself and on behalf of the Holders, at the direction of the Consenting Beneficial Owners, to the maximum extent permitted by the Indentures) after the Closing Date, on behalf of itself and its predecessors, successors, assigns, agents, subsidiaries (except in the case of any Consenting Lumen Tech Revolving Lender or Consenting Lumen Tech Term A/A-1 Lender (each as defined in the TSA) that is a bona fide commercial bank, **any Consenting Lumen Tech Revolving Lender Trading Desk (as defined in the TSA) or any other affiliate of a bona fide commercial bank**), affiliates (except in the case of any Consenting Lumen Tech Revolving Lender or Consenting Lumen Tech Term A/A-1 Lender (each as defined in the TSA) that is a bona fide commercial bank, **any Consenting Lumen Tech Revolving Lender Trading Desk (as defined in the TSA) or any other affiliate of a bona fide commercial bank**), and representatives of the Company and each of its subsidiaries and affiliates, the predecessors, successors and assigns of each of the foregoing, and the current and former directors, members, managers, partners, employees, shareholders, advisors, agents, professionals, attorneys, financial advisors, and other representatives of each of the foregoing, in each case in their capacity as such (together, the “Company Released Parties”) and respective property and (ii) the other Consenting Beneficial Owners and their respective property, in each case to the fullest extent permitted under applicable law, from any and all causes of action and any other claims, debts, obligations, duties, rights, suits, damages, actions, derivative claims, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, in law, at equity, or otherwise, sounding in tort, contract, or based on any other legal or equitable principle, including, without limitation, violation of any securities law (federal, state or foreign), misrepresentation (whether intended or negligent), breach of duty (including any duty of candor), or any domestic or foreign law similar to the foregoing, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstance taking place, being omitted, existing or otherwise arising immediately prior to the Closing Date arising from, relating to, or in connection with any indebtedness of Lumen Tech or its subsidiaries outstanding as of the date hereof (including, without limitation, all Existing Debt (as defined in the TSA)), the Notes issued pursuant to the Indentures, the Indentures and each of the Notes Documents (as defined in each Indenture), the Transactions, or the related guarantees, security documents, agreements, amendments, instruments, or other documents, including those that a Consenting Beneficial Owner or any holder of a claim against or interest in the Consenting Beneficial Owner or any other entity could have been legally entitled to assert derivatively or on behalf of any other entity, and including, without limitation, any claim based upon or alleging a breach, default, Event of Default, or failure to comply with any such agreement or document (collectively, the “Released Claims” and the release thereof, the “Release”). For the avoidance of doubt, the Consenting Parties understand and agree that the Released Claims encompass and include any and all claims or causes of action relating to or challenging the Transactions themselves, including any and all claims or causes of action alleging or contending that any aspect of the Transactions violates any Existing Document (as defined in the TSA) or other agreement, or that cooperation with, participation in, or entering into the Transactions violates any statute or other law, it being understood that the Consenting Beneficial Owners are ratifying and approving all such Transactions to the maximum extent possible under applicable law. In addition, for the avoidance of doubt, the releases and discharges granted hereunder by each of the Consenting Beneficial Owners are not limited to the loans, securities or other interests or positions that they hold as of the Closing Date or the Notes under the Indentures, but are granted by the Consenting Beneficial Owners in all capacities and with respect to all loans, securities or other interests held or acquired at any time that relate to the Company or any of its respective affiliates. Further, subject to the occurrence of, and effective from and after, the Closing Date, each Beneficial Owner will covenant and agree not to, directly or indirectly, bring, maintain, or encourage any cause of action or other claim or proceeding against any Company Released Party or any other Consenting Beneficial Owner relating to or arising out of any Released Claim. Each Consenting Beneficial Holder will further stipulate and agree with respect to all Claims (as defined in the TSA), that subject to the occurrence of, and effective from and after, the Closing Date and the consummation of the Transactions, it hereby waives, to the fullest extent permitted by applicable law, any and all provisions, rights, and benefits conferred by any applicable U.S. federal or state law, any foreign law, or any principle of common law, that would otherwise limit a release or discharge of any unknown Claims pursuant to this Release.”

**THE CONSENT SOLICITATION HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), NOR HAS THE SEC PASSED UPON THE FAIRNESS OR MERITS OF THE CONSENT SOLICITATION OR UPON THE ACCURACY OF**

**THE INFORMATION CONTAINED IN THE CONSENT SOLICITATION STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

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Questions concerning the terms of the Consent Solicitation or requests for additional copies of the Consent Solicitation Statement or other related documents should be directed to the Information and Tabulation Agent at its address and telephone number set forth below. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Consent Solicitation.

*The Information and Tabulation Agent for the  
Consent Solicitation is:*

**Epiq Corporate Restructuring, LLC**

By Mail, Hand or Overnight Delivery:  
777 Third Avenue, 12th Floor  
New York, New York 10017  
Attention: Solicitation Group  
Telephone: (646) 362-6336  
Email: tabulation@epiqglobal.com, with reference to “Lumen”  
in the subject line.

*The trustee under the Existing Level 3 3.400% Indenture, the Existing Level 3 3.875% Indenture, the Existing Level 3 4.625 % Indenture, the Existing Level 3 4.250% Indenture, the Existing Level 3 3.625% Indenture, the Existing Level 3 3.750% Indenture and the Existing Level 3 10.500% Indenture is:*

**The Bank of New York Mellon Trust Company, N.A.**

*The trustee under the Existing Lumen Tech 4.000% Indenture is:*

**Computershare Trust Company, N.A. (as successor to Wells Fargo Bank, National Association)**