

QWEST COMMUNICATIONS INTERNATIONAL INC

FORM 8-K (Unscheduled Material Events)

Filed 11/23/2004 For Period Ending 11/18/2004

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Industry	Communications Services
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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

**CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): **November 18, 2004**

QWEST COMMUNICATIONS INTERNATIONAL INC.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-15577
(Commission File Number)

84-1339282
(IRS Employer Identification No.)

1801 California Street, Denver, Colorado
(Address of Principal Executive Offices)

80202
(Zip Code)

(303) 992-1400
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

QWEST CORPORATION
(Exact Name of Registrant as Specified in Its Charter)

Colorado
(State or Other Jurisdiction of Incorporation)

001-03040
(Commission File Number)

84-0273800
(IRS Employer Identification No.)

1801 California Street, Denver, Colorado
(Address of Principal Executive Offices)

80202
(Zip Code)

(303) 992-1400
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On November 23, 2004, Qwest Corporation ("Qwest" or the "Company"), a wholly-owned subsidiary of Qwest Communications International Inc. ("QCII", and, together with Qwest, "we" or "us" or "our"), completed a private offering of \$250 million aggregate principal amount of unsecured debt securities (the "Notes") in a private placement for resale pursuant to Rule 144A under the Securities Act of 1933, as amended. The Notes are part of the series of Qwest notes designated as 7.875% notes due 2011, of which \$575 million in aggregate principal amount was issued on August 19, 2004.

The Notes were sold pursuant to a Purchase Agreement, dated November 18, 2004, by and among Qwest and the initial purchasers listed therein (the "Purchasers") and were issued pursuant to an Indenture between Qwest and J.P. Morgan Trust Company, National Association (as successor in interest to Bank One Trust Company, National Association), dated as of October 15, 1999, as supplemented by the First Supplemental Indenture, dated as of August 19, 2004, and a Second Supplemental Indenture, dated November 23, 2004, by and between Qwest and U.S. Bank, National Association, as trustee.

The Notes bear interest at 7.875% per year and will mature on September 1, 2011. The Notes are unsecured general obligations and will rank equally with all other unsecured and unsubordinated indebtedness of Qwest. The covenant and default terms are substantially the same as those associated with Qwest's other long-term debt.

The holders of the Notes are entitled to the benefits of a Registration Rights Agreement, dated November 23, 2004, by and among Qwest and the Purchasers. Under the Registration Rights Agreement, Qwest has agreed to use its commercially reasonable efforts to: (1) file a registration statement enabling noteholders to exchange the notes for publicly registered notes with substantially identical terms and cause such registration statement to become effective by June 9, 2005; (2) consummate the registered exchange offer within 45 days after the earlier of June 9, 2005 or the date such registration statement is declared effective; and (3) file a shelf registration statement for the resale of the notes if it cannot effect the exchange offers within the time periods listed above and in other circumstances described in the agreement. If Qwest is unable to consummate the exchange offer in the periods provided above or if Qwest files a shelf registration statement and such registration statement is suspended or unusable for a period of more than 60 days in any twelve-month period, then Qwest will pay additional interest on the Notes.

The net proceeds of the offering will be used for general corporate purposes, including funding or refinancing Qwest's investments in telecommunication assets.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of the Registrant.

The information included in Item 1.01 of this Current Report is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

Exhibit No.	Description
Exhibit 4.1	Second Supplemental Indenture, dated November 23, 2004, by and between Qwest Corporation and U.S. Bank, National Association.
Exhibit 10.1	Purchase Agreement, dated November 18, 2004, by and among Qwest Corporation and the initial purchasers listed therein.
Exhibit 10.2	Registration Rights Agreement, dated November 23, 2004, by and among Qwest Corporation and the initial purchasers listed therein.

Forward Looking Statements Warning

This Current Report on Form 8-K may contain projections and other forward-looking statements that involve risks and uncertainties. These statements may differ materially from actual future events or results. Readers are referred to the documents filed by us with the Securities and Exchange Commission, specifically the most recent reports which identify important risk factors that could cause actual results to differ from those contained in the forward-looking statements, including but not limited to: a delay in the SEC's declaring our exchange offer registration statement effective; access line losses due to increased competition, including from technology substitution of our access lines with wireless and cable alternatives; our substantial indebtedness, and the inability to complete any efforts to de-lever our balance sheets through asset sales or other transactions; any adverse outcome of the current investigation by the U.S. Attorney's office in Denver into certain matters relating to QCII; adverse results of increased review and scrutiny by regulatory authorities, media and others (including any internal analyses) of financial reporting issues and practices or otherwise; rapid and significant changes in technology and markets; any adverse developments in commercial disputes or legal proceedings, including any adverse outcome of current or future legal proceedings related to matters that are the subject of governmental investigations, and, to the extent not covered by insurance, if any, our inability to satisfy any resulting obligations from funds available to us, if any; potential fluctuations in quarterly results; volatility of QCII's stock price; intense competition in the markets in which we compete, including the likelihood of certain of our competitors emerging from bankruptcy court protection or otherwise reorganizing their capital structure and competing effectively against us; changes in demand for our products and services; acceleration of the deployment of advanced new services, such as broadband data, wireless and video services, which could require substantial expenditure of financial and other resources in excess of contemplated levels; higher than anticipated employee levels, capital expenditures and operating expenses; adverse changes in the regulatory or legislative environment affecting our business; changes in the outcome of future events from the assumed outcome included in our significant accounting policies; and any negative consequences as a result of Qwest's practice of distributing much or all of its free cash each year to QCII.

The information contained in this Current Report on Form 8-K is a statement of the our present intention, belief or expectation and is based upon, among other things, the existing regulatory environment, industry conditions, market conditions and prices, the economy in general and our assumptions. We may change our intention, belief or expectation at any time and without notice, based upon any changes in such factors, in our assumptions or otherwise. The cautionary statements contained or referred to in this Current Report on Form 8-K should be considered in connection with any subsequent written or oral forward-looking statements that we or persons acting on our behalf may issue.

We undertake no obligation to review or confirm analysts' expectations or estimates or to release publicly any revisions to any forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

By including any information in this Current Report on Form 8-K, we do not necessarily acknowledge that disclosure of such information is required by applicable law or that the information is material.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, each of Qwest and QCII has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

DATE: November 23, 2004

QWEST COMMUNICATIONS INTERNATIONAL INC.

By: /s/ OREN G. SHAFFER

Name: Oren G. Shaffer
Title: Vice Chairman and Chief Financial Officer

QWEST CORPORATION

By: /s/ OREN G. SHAFFER

Name: Oren G. Shaffer
Title: Vice Chairman and Chief Financial Officer

EXHIBIT INDEX

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Exhibit 4.1
[Conformed copy]

QWEST CORPORATION

7.875% Notes due 2011

Second Supplemental Indenture

Dated as of November 23, 2004

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

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SECOND SUPPLEMENTAL INDENTURE dated as of November 23, 2004 (this " *Supplemental Indenture* ") by and between QWEST CORPORATION, a Colorado corporation (formerly known as U S WEST Communications, Inc.) (the " *Company* "), and U.S. BANK NATIONAL ASSOCIATION, as trustee under the Indenture (as defined below) with respect to the Notes (as defined below) (the " *Trustee* "), as supplemented by the First Supplemental Indenture (as defined below). The Trustee, and each other trustee appointed as such with respect to the Securities of any series issued under the Indenture, shall be the "Trustee" (as defined in the Indenture, as supplemented hereby) for all purposes under the Indenture with respect to the applicable series of Securities but, for the avoidance of doubt, not with respect to any series of Securities for which such Trustee has not been appointed trustee under the terms of the Indenture and/or any supplement thereto).

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the holders of Notes:

WHEREAS, the Company and J.P. Morgan Trust Company, National Association (as successor in interest to Bank One Trust Company, National Association), are parties to that certain Indenture dated as of October 15, 1999 (the " *Base Indenture* ", and as supplemented by the First Supplemental Indenture, the " *Indenture* ") providing for the issuance from time to time of senior debt securities (" *Securities* ") to be issued in one or more series;

WHEREAS, the Company and the Trustee are parties to the First Supplemental Indenture (the " *First Supplemental Indenture* ") dated as of August 19, 2004, providing for the issuance by the Company of a series of Securities, designated as its 7.875% Notes due 2011 (the " *August Notes* "), in an aggregate principal amount of \$575,000,000.

WHEREAS, the Company desires and has requested the Trustee to join it in the execution and delivery of this Supplemental Indenture in order to establish and provide for an issuance by the Company of an additional \$250,000,000 aggregate principal amount of such 7.875% Notes due 2011 (the " *Offered Notes* ", together with the August Notes, the " *Notes* "). The Notes shall be substantially in the form attached hereto as *Exhibit A* .

WHEREAS, Section 9.01 of the Base Indenture provides that a supplemental indenture may be entered into by the Company and the Trustee without the consent of any Holders to establish the form or terms of Securities of any Series as permitted by Section 2.02 of the Base Indenture;

WHEREAS, the conditions set forth in the Indenture for the execution and delivery of this Supplemental Indenture have been complied with; and

WHEREAS, all things necessary to make this Supplemental Indenture a valid agreement of the Company and the Trustee, in accordance with its terms, and a valid amendment of, and supplement to, the Indenture have been done.

NOW, THEREFORE, in consideration of the premises and the purchase and acceptance of the Notes by the holders thereof, the Company covenants and agrees with the Trustee, for the equal and ratable benefit of the Holders, that the Indenture is supplemented and amended, to the extent expressed herein, as follows:

ARTICLE ONE

THE 7.875% NOTES DUE SEPTEMBER 1, 2011

Section 1.01. *Designation of Notes.*

The changes, modifications and supplements to the Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Offered Notes, which shall not be limited in aggregate principal amount, and shall not apply to any other Securities that have been or may be issued under the Indenture unless a supplemental indenture with respect to such other Securities specifically incorporates such changes, modifications and supplements. Pursuant to this

Supplemental Indenture, there is hereby designated an additional \$250 million aggregate principal amount of the series of Securities under the Indenture entitled "7.875% Notes due September 1, 2011." The Offered Notes shall be in the form of *Exhibit A* hereto. The Offered Notes may bear an appropriate legend regarding original issue discount for federal income tax purposes. Subject to the terms in the Indenture, as supplemented by this Supplemental Indenture, the Company may, at its option, without consent from the Holders, issue additional Notes from time to time. For all purposes under the Indenture, the term "Notes" shall include the Notes initially issued on the date of original issuance of the Notes and any other Notes issued after such date under the Indenture, as supplemented hereby.

Section 1.02. *Other Terms of the Notes.*

Without limiting the foregoing provisions of this Article One, the terms of the Offered Notes shall be as set forth in the forms of Note set forth in *Exhibit A* hereto and as provided in the Indenture, as supplemented hereby.

The Offered Notes shall be payable and may be presented for payment, purchase, conversion, registration of transfer and exchange, without service charge, at the office of the Company maintained for such purpose in New York, New York, which shall initially be the office or agency of the Trustee.

ARTICLE TWO

MISCELLANEOUS

Section 2.01. *Amendment and Supplement.*

This Supplemental Indenture or the Offered Notes may be amended or supplemented as provided for in the Indenture.

Section 2.02. *Indenture.*

In the event of any conflict between this Supplemental Indenture and the Indenture, the provisions of this Supplemental Indenture shall prevail.

Section 2.03. *Governing Law.*

The laws of the State of New York shall govern this Supplemental Indenture and the Securities of the Series created hereby.

Section 2.04. *No Adverse Interpretation of Other Agreements.*

This Supplemental Indenture may not be used to interpret another indenture, loan or debt agreement of the Company or a Subsidiary. Any such indenture, loan or debt agreement may not be used to interpret this Supplemental Indenture.

Section 2.05. *Successors and Assigns.*

All covenants and agreements of the Company in this Supplemental Indenture and the Notes shall bind its successors and assigns. All agreements of the Trustee in this Supplemental Indenture shall bind its successors and assigns.

Section 2.06. *Duplicate Originals.*

This Supplemental Indenture may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one instrument.

Section 2.07. *Severability.*

In case any one or more of the provisions contained in this Supplemental Indenture or in the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Supplemental Indenture or of the Notes.

[Signature Pages Follow]

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

QWEST CORPORATION

By: /s/ RAHN K. PORTER

Name:

Title:

U.S. BANK NATIONAL ASSOCIATION

By: /s/ SETH DODSON

Name:

Title:

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[THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY OR A SUCCESSOR DEPOSITORY. THIS NOTE IS NOT EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITORY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS NOTE (OTHER THAN A TRANSFER OF THIS NOTE AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

EXCEPT AS OTHERWISE PROVIDED IN SECTION 2.15 OF THE INDENTURE, TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF CEDE & CO. OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN SECTION 2.08 OF THE INDENTURE.]^a

^a This legend to appear only on Global Notes.

THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A)(1) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (2) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), (4) TO AN INSTITUTIONAL ACCREDITED INVESTOR IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS.

[THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED

(THE "SECURITIES ACT"). NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.

NO BENEFICIAL OWNERS OF THIS TEMPORARY GLOBAL NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF PRINCIPAL OR INTEREST HEREON UNLESS THE REQUIRED CERTIFICATIONS HAVE BEEN DELIVERED PURSUANT TO THE TERMS OF THE INDENTURE.] ^a

^a This legend to appear only on Temporary Regulation S Global Notes.

QWEST CORPORATION
7.875% Note due 2011

QWEST CORPORATION, a corporation duly organized and existing under the laws of the State of Colorado (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "*Company*"), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [] DOLLARS (\$ []) (or such lesser amount as shall be listed on the Schedule of Increases or Decreases in Global Note attached hereto) on September 1, 2011 (the "*Maturity Date*"), unless previously redeemed on any Redemption Date (as defined below), by wire transfer of immediately available funds of such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay interest thereon semiannually on each March 1 and September 1, commencing March 1, 2005 (each, an "*Interest Payment Date*"), and on the Maturity Date at the rate per annum specified in the title of this Note, from August 19, 2004 (or from the most recent Interest Payment Date to which interest has been paid or duly provided for) until payment of said principal sum has been made or duly provided for. Notwithstanding the foregoing, if the Company shall default in the payment of interest due on any Interest Payment Date, then this Note shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid on this Note or duly provided for, from August 19, 2004. The interest so payable on any Interest Payment Date, subject to certain exceptions provided in the Indenture referred to herein, will be paid to the person in whose name this Note shall be registered at the close of business on each February 15 and August 15 immediately prior to such Interest Payment Date or Maturity Date. If any Interest Payment Date, Maturity Date or redemption date is a Legal Holiday (as defined in the Indenture) in New York, New York, the required payment shall be made on the next succeeding day that is not a Legal Holiday as if it was made on the date such payment was due and no interest will accrue on the amount so payable for the period from and after such Interest Payment Date, Maturity Date or redemption date, as the case may be, to such next succeeding day. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

This Note is one of the duly authorized series of Securities of the Company, designated as the Company's "7.875% Notes due 2011" (the "*Notes*"), initially limited to the aggregate principal amount of \$825,000,000 all issued or to be issued under and pursuant to an Indenture dated as of October 15, 1999 between the Company and J.P. Morgan Trust Company, National Association, as trustee (as successor in interest to Bank One Trust Company, N.A.), as supplemented by the First Supplemental Indenture dated as of August 19, 2004 by and between the Company and U.S. Bank National Association, as trustee (the "*Trustee*") and the Second Supplemental Indenture dated as of November 23, 2004 by and between the Company and the Trustee, as such may be amended, modified or supplemented from time to time (as so amended, modified or supplemented, the "*Indenture*"), to which Indenture and all Indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "*Holders*" or "*Holder*" meaning the registered holders or registered holder of the Notes). Exchange Notes (as such term is defined in the Registration Rights Agreement referred to below) shall be deemed to be of the same series as the Notes for purposes of the Indenture.

Pursuant to, but subject to the exceptions in, the Registration Rights Agreement dated as of November 23, 2004 among the Company and the Initial Purchasers named therein (as the same may be amended from time to time, the "*Registration Rights Agreement*"), the Company shall be obligated to use its commercially reasonable efforts to consummate an exchange offer pursuant to which the Holder

of this Note shall have the right to exchange this Note for a 7.875% Note due September 1, 2011 of the Company which shall have been registered under the Securities Act of 1933, as amended, in like principal amount and having terms identical in all material respects to this Note (except that such Note shall not be entitled to Additional Interest (as defined in the Registration Rights Agreement) and shall not contain terms with respect to transfer restrictions). Holders shall be entitled to receive certain Additional Interest in the event of a Registration Default (as defined in the Registration Rights Agreement) pursuant to and in accordance with the terms of the Registration Rights Agreement. Any Additional Interest due will be payable in cash on the next succeeding March 1 or September 1, as the case may be, to Holders on the relevant regular record dates for the payment of interest. The Company shall promptly provide the Trustee with notice of any change in the interest rate borne by this Note.^a

^a This paragraph not to appear on Exchange Notes.

The Notes shall be redeemable at the option of the Company in whole at any time or in part from time to time, at a redemption price equal to the greater of (i) 100% of the principal amount of the Notes to be redeemed or (ii) the sum, as determined by the Quotation Agent (as defined below), of the present values of the principal amount of the Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed from the redemption date to September 1, 2011 (excluding interest accrued to the redemption date) (the "Remaining Life"), discounted from their respective scheduled payment dates to the redemption date on a semiannual basis (assuming a 360-day year consisting of 30-day months) at the Treasury Rate (as defined below) plus 50 basis points, plus, in either case, accrued interest thereon to the date of redemption.

If money sufficient to pay the redemption price of and accrued interest on all of the Notes (or portions thereof) to be redeemed on the redemption date is deposited with the Trustee or paying agent on or before the redemption date and certain other conditions specified in the Indenture are satisfied, then on and after such redemption date, interest will cease to accrue on such Notes (or such portion thereof) called for redemption.

"Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the Remaining Life that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the Remaining Life as of the applicable redemption date. "Comparable Treasury Price" means, with respect to any redemption date, the average of two Reference Treasury Dealer Quotations for such redemption date.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means each of Goldman, Sachs & Co., Deutsche Bank Securities Inc. and Lehman Brothers Inc., and their successors; *provided, however*, that if any of the foregoing ceases to be a primary U.S. Government securities dealer in New York City, the Company will substitute therefor another primary U.S. Government securities dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semiannual yield to maturity of the Comparable Treasury Issue, calculated on the third business day preceding such redemption date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

Notice of any redemption will be mailed not less than 15 nor more than 60 calendar days before the redemption date to the Holder hereof at its registered address. Unless the Company defaults in payment of the redemption price, on and after the redemption date interest will cease on the principal amount of this Note.

Except as provided above, this Note is not redeemable by the Company prior to maturity and is not subject to any sinking fund.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Company and the Trustee, with the written consent of the Holders of a majority in principal amount of the outstanding Securities of each series affected by a supplemental indenture (with each series voting as a class), to enter into a supplemental indenture to add any provisions to or to change or eliminate any provisions of the Indenture or of any supplemental indenture or to modify, in each case in any manner not covered by provisions in the Indenture relating to amendments and waivers without the consent of Holders, the rights of the Holders of each such series. The Holders of a majority in principal amount of the outstanding Securities of each series affected by such waiver (with each series voting as a class), by notice to the Trustee may waive compliance by the Company with any provision of the Indenture, any supplemental indenture or the Securities of any such series, except a Default in payment of the principal of or interest on any Security. However, without the consent of each Holder affected, an amendment or waiver may not: (1) reduce the amount of Notes whose Holders must consent to an amendment or waiver; (2) change the rate or the time for payment of interest on any Security; (3) change the principal or the fixed maturity of any Security; (4) waive a Default in the payment of principal, premium, if any, or interest on any Security; (5) make any Security payable in money other than that stated in the Security; or (6) make any change in the provisions of the Indenture (i) with respect to the rights of the Holders of a majority in principal amount of any series of Securities, by notice to the Trustee, to waive an existing Default with respect to that series and its consequences; (ii) with respect to the right of any Holder of a Security to receive payment of principal of and interest on the Security, on or after the respective due dates expressed in the Security, the right of any Holder of a coupon to receive payment of interest due as provided in such coupon, or the right to bring suit for enforcement of any such payments on or after their respective dates; and (iii) described in this sentence.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

The laws of the State of New York shall govern the Indenture and this Note.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the person in whose name a Note is registered as the absolute owner thereof for all purposes.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual or facsimile signature of one of its authorized officers, or on behalf of the Trustee by the manual or facsimile signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile, and its corporate seal or a facsimile of its corporate seal to be imprinted herein.

Date: []

(SEAL)

QWEST CORPORATION

By: _____

Name:

Title:

By: _____

Name:

Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated herein, issued under the Indenture described herein.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:

Authorized Signatory

A-8

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

Please insert social security number or other identifying number of assignee:

Please print or type name and address (including zip code) of assignee:

the within Note and all rights thereunder, hereby irrevocably constituting and appointing
Corporation on the books of Qwest Corporation, with full power of substitution in the premises.

attorney to transfer said Note of Qwest

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever.

***CERTIFICATE TO BE DELIVERED UPON EXCHANGE
OR REGISTRATION OF TRANSFER***

This certificate relates to \$ _____ principal amount of Notes held in (check applicable space) _____ book-entry or _____ definitive form by the undersigned.

The undersigned (Check one box below);

☐ has requested the Trustee by written order to deliver in exchange for its beneficial interest in the Note held by the Depository a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Note (or the portion thereof indicated above); or

☐ has requested the Trustee by written order to exchange or register the transfer of a Note or Notes.

In connection with any transfer of any of the Notes evidenced by this certificate occurring prior to the expiration of the period referred to in Rule 144(k) under the Securities Act, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

☐ (1) to the Company; or

☐ (2) inside the United States to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A; or

☐ (3) outside the United States to a foreign person in a transaction meeting the requirements of Rule 903 or Rule 904 of Regulation S under the Securities Act; or

☐ (4) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available), or

☐ (5) to an institutional accredited investor in a transaction exempt from the registration requirements of the Securities Act, or

☐ (6) pursuant to an effective registration statement under the Securities Act.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered holder thereof; provided, however, that if box (4) or (5) is checked, the Trustee may require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Company and the Trustee has reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Date: _____

SIGNATURE OR SIGNATURE GUARANTEE: NOTICE: Signature must be guaranteed by a participant in a recognized signature guaranty medallion program or other signature guarantor acceptable to the Trustee.

TO BE COMPLETED BY PURCHASER IF BOX (2) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing the Notes for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim this exemption from registration provided by Rule 144A.

Dated:

NOTICE: To be executed by an executive officer

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Principal amount of this Global Note as of []	Date Exchange Made	Change in Principal Amount of this Global Note due to Exchange	Principal Amount of this Global Note Following such Exchange	Notation made by or on behalf of the Company

Re: Qwest Corporation (the "Issuer")
7.875% Notes due 2011 (the "Notes")

Dear Sirs:

This letter relates to U.S. \$[] aggregate principal amount of Notes represented by a certificate (the "*Legended Certificate*") which bears a legend outlining restrictions upon transfer of such Legended Certificate. Pursuant to Section 3.03(b) of the First Supplemental Indenture (the "*Supplemental Indenture*") dated as of August 19, 2004 relating to the Notes, we hereby certify that we are (or we will hold such securities on behalf of) a person outside the United States (or to an Initial Purchaser (as defined in the Supplemental Indenture)) to whom the Notes could be transferred in accordance with Rule 904 of Regulation S promulgated under the U.S. Securities Act of 1933, as amended.

You, as Trustee, the Company, counsel for the Company and others are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby. Capitalized terms used but not independently defined in this letter have the meanings set forth in Regulation S.

Very truly yours,

[Name of Holder]

By:

Authorized Signature

Re: Qwest Corporation (the "*Issuer*")
7.875% Notes due 2011 (the "*Notes*")

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Exhibit 10.1
[Conformed copy]

Qwest Corporation

\$250,000,000

7.875% Notes due 2011

PURCHASE AGREEMENT

dated November 18, 2004

Goldman, Sachs & Co.
Lehman Brothers Inc.
Deutsche Bank Securities Inc.
Banc of America Securities LLC
Credit Suisse First Boston LLC
Wachovia Capital Markets, LLC
BNY Capital Markets, Inc.
Citigroup Global Markets Inc.
Greenwich Capital Markets, Inc.

PURCHASE AGREEMENT

November 18, 2004

GOLDMAN, SACHS & CO.
LEHMAN BROTHERS INC.
DEUTSCHE BANK SECURITIES INC.
BANC OF AMERICA SECURITIES LLC
CREDIT SUISSE FIRST BOSTON LLC
WACHOVIA CAPITAL MARKETS, LLC
BNY CAPITAL MARKETS, INC.
CITIGROUP GLOBAL MARKETS INC.
GREENWICH CAPITAL MARKETS, INC.

As Initial Purchasers
c/o Goldman, Sachs & Co.
85 Broad Street
New York, NY 10004

Ladies and Gentlemen:

Introductory. Qwest Corporation, a Colorado corporation (" *QC* " or the " *Company* "), proposes to issue and sell (the " *Offering* ") to the several Initial Purchasers named in Schedule A (the " *Initial Purchasers* "), acting severally and not jointly, the respective amounts set forth in such Schedule A of \$250 million aggregate principal amount of the Company's 7.875% Notes due 2011 (the " *Notes* " or the " *Securities* "). Goldman, Sachs & Co., Lehman Brothers Inc., Deutsche Bank Securities Inc. (collectively, the " *Joint Book-Running Managers* ") and the initial purchasers listed on Schedule A have agreed to act as the several Initial Purchasers in connection with the offering and sale of the Notes.

The Notes will be issued pursuant to an indenture, dated as of October 15, 1999 between QC (formerly known as U S WEST Communications, Inc.), as issuer, and J.P. Morgan Trust Company, National Association (as successor in interest to Bank One Trust Company, N.A.), as supplemented by a first supplemental indenture, dated as of August 19, 2004, between the Company and U.S. Bank National Association, as trustee (the " *Trustee* "), and a second supplemental indenture to be entered into by and between the Company and the Trustee on the Closing Date (as defined in Section 2) (the " *Indenture* "). Notes will be issued initially only in book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company (the " *Depository* ") pursuant to a letter of representations, dated as of August 18, 2004 (the " *DTC Agreement* "), among the Company, the Trustee and the Depository.

The holders of the Notes will be entitled to the benefits of a registration rights agreement, to be dated as of November 23, 2004 (the " *Registration Rights Agreement* "), among the Company and the Initial Purchasers, pursuant to which the Company will agree to file with the Commission, under the circumstances set forth therein, (i) a registration statement under the Securities Act (as defined below) relating to another series of debt securities of the Company with terms substantially identical to the Notes (the " *Exchange Notes* " or the " *Exchange Securities* ") to be offered in exchange for the Notes (the " *Exchange Offer* ") and (ii) to the extent required by the Registration Rights Agreement, a shelf registration statement pursuant to Rule 415 of the Securities Act relating to the resale by certain holders of the Notes.

The Company understands that the Initial Purchasers propose to make an offering of the Securities on the terms and in the manner set forth herein and in the Offering Circular (as defined below) and agrees that the Initial Purchasers may resell, subject to the conditions set forth herein, all or a portion of the Securities to purchasers (the " *Subsequent Purchasers* ") at any time after the date of this Agreement. The Securities are to be offered and sold to or through the Initial Purchasers without

being registered with the Securities and Exchange Commission (the "*Commission*") under the Securities Act of 1933 (as amended, the "*Securities Act*," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder), in reliance upon exemptions therefrom. Pursuant to the terms of the Securities and the Indenture, investors that acquire Securities shall be deemed to have agreed that Securities may only be resold or otherwise transferred, after the date hereof, if such Securities are registered for sale under the Securities Act or if an exemption from the registration requirements of the Securities Act is available (including the exemptions afforded by Rule 144A ("*Rule 144A*") or Regulation S ("*Regulation S*") thereunder).

The Company has prepared and delivered to each Initial Purchaser copies of a Preliminary Offering Circular, dated November 18, 2004 (the "*Preliminary Offering Circular*"), and has prepared and will deliver to each Initial Purchaser, copies of the Offering Circular, dated November 18, 2004, describing the terms of the Securities, each for use by such Initial Purchaser in connection with its solicitation of offers to purchase the Securities. As used herein, the "Offering Circular" shall mean, with respect to any date or time referred to in this Agreement, the Company's Offering Circular, dated November 18, 2004, including amendments or supplements thereto, any exhibits thereto and any documents incorporated by reference therein, in the most recent form that has been prepared and delivered by the Company to the Initial Purchasers in connection with their solicitation of offers to purchase the Securities.

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Offering Circular (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which are incorporated by reference in the Offering Circular; and all references in this Agreement to amendments or supplements to the Offering Circular shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934 (as amended, the "*Exchange Act*," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder) which is incorporated or deemed to be incorporated by reference in the Offering Circular.

The Company hereby confirms its agreements with the Initial Purchasers as follows:

Section 1. *Representations and Warranties*. The Company hereby represents, warrants and covenants to each Initial Purchaser as follows:

(a) *No Registration Required*. Subject to compliance by the Initial Purchasers with the representations and warranties set forth in Section 2 hereof and with the procedures set forth in Section 7 hereof, it is not necessary in connection with the offer, sale and delivery of the Securities to the Initial Purchasers, or in connection with the initial resale of the Securities by the Initial Purchasers in the manner contemplated by this Agreement and the Offering Circular, to register the Securities under the Securities Act or, until such time as the Exchange Securities are issued pursuant to an effective registration statement, to qualify the Indenture under the Trust Indenture Act of 1939 (the "*Trust Indenture Act*," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder).

(b) *No Integration of Offerings or General Solicitation*. The Company has not, directly or indirectly, solicited any offer to buy or offered to sell, and will not, directly or indirectly, solicit any offer to buy or offer to sell, in the United States or to any United States citizen or resident, any security which is or would be integrated with the sale of the Securities in a manner that would require the Securities to be registered under the Securities Act. None of the Company, its affiliates (as such term is defined in Rule 501 under the Securities Act (each, an "*Affiliate*")), or any person acting on its or any of their behalf (other than the Initial Purchasers, as to whom the Company makes no representation or warranty) has engaged or will engage, in connection with the offering of the Securities, in any form of general solicitation or general advertising within the meaning of

Rule 502 under the Securities Act. With respect to those Securities sold in reliance upon Regulation S, (i) none of the Company, its Affiliates or any person acting on its or their behalf (other than the Initial Purchasers, as to whom the Company makes no representation or warranty) has engaged or will engage in any directed selling efforts within the meaning of Regulation S and (ii) each of the Company and its Affiliates and any person acting on its or their behalf (other than the Initial Purchasers, as to whom the Company makes no representation or warranty) has complied and will comply with the offering restrictions set forth in Regulation S.

(c) *Eligibility for Resale under Rule 144A* . The Securities are eligible for resale pursuant to Rule 144A and will not be, at the Closing Date, of the same class as securities listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated interdealer quotation system.

(d) *The Offering Circular* . The Offering Circular does not, and at the Closing Date will not, include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however* , that this representation, warranty and agreement shall not apply to statements in or omissions from the Offering Circular made in reliance upon and in conformity with information furnished to the Company in writing by any Initial Purchaser through Goldman, Sachs & Co. expressly for use in the Offering Circular. The Company has not distributed and will not distribute, prior to the later of the Closing Date and the completion of the Initial Purchasers' distribution of the Securities, any offering material in connection with the offering and sale of the Securities other than a preliminary Offering Circular or the Offering Circular. The Offering Circular has been furnished to you or will be furnished to you no later than 5:00 p.m. on the date hereof.

(e) *The Notes and the Exchange Notes*. The Notes and the Exchange Notes, when issued, will be in the form contemplated by the Indenture and will conform in all material respects to the description thereof in the Offering Circular; the Notes and the Exchange Notes have each been duly authorized by QC, and, when executed by QC and authenticated by the Trustee in accordance with the provisions of the Indenture and, in the case of the Exchange Notes, when delivered to the exchanging holders of Notes in connection with the consummation of the Offering in accordance with the terms of the Offering Circular, will be duly executed, issued and delivered and will constitute valid and binding obligations of QC, enforceable against QC in accordance with their terms, and will be entitled to the benefits of the Indenture, except as may be limited by (i) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, (ii) general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the availability of specific performance or injunctive relief and the discretion of the court before which any proceeding therefor may be brought (regardless of whether such enforcement is considered in a proceeding in equity or at law) and (iii) public policy considerations.

(f) *The Indenture*. The Indenture has been duly authorized by QC and, when executed and delivered by QC (assuming the due authorization, execution and delivery by the Trustee), will have been duly executed and delivered, and on the Closing Date will constitute a valid and binding obligation of QC, enforceable against QC in accordance with its terms, except as may be limited by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, (ii) general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the availability of specific performance or injunctive relief and the discretion of the court before which any proceeding therefor may be brought (regardless of whether such enforcement is considered in a proceeding in equity or at law) and (iii) public policy considerations.

(g) *The Registration Rights Agreement and DTC Agreement.* The Registration Rights Agreement and the DTC Agreement have been duly authorized by QC and, when executed and delivered by QC (assuming the due authorization, execution and delivery by the Trustee, on behalf of the holders of the Notes and, in the case of the DTC Agreement, the Depositary), will have been duly executed and delivered and will constitute valid and binding obligations of QC, enforceable against QC in accordance with their terms, except as may be limited by (1) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, (2) general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the availability of specific performance or injunctive relief and the discretion of the court before which any proceeding therefor may be brought (regardless of whether such enforcement is considered in a proceeding in equity or at law) and (3) public policy considerations and (ii) any rights to indemnity or contribution thereunder may be limited by federal and state securities laws and public policy considerations.

(h) *The Purchase Agreement.* This Agreement has been duly authorized, executed and delivered by QC.

(i) *No Material Adverse Change.* Except as otherwise disclosed in the Offering Circular, subsequent to the respective dates as of which information is given in the Offering Circular: (i) there has been no event that has resulted or is reasonably likely to result in a material adverse change in the financial position or results of operations of the Company and its Subsidiaries (as defined below), taken as a whole (any such change is called a " *Material Adverse Change* "); and (ii) there has been no dividend or distribution of any kind declared, paid or made by the Company or, except for dividends paid to the Company or other subsidiaries, any of its subsidiaries on any class of capital stock or repurchase or redemption by the Company or any of its subsidiaries of any class of capital stock.

(j) *Independent Accountants.* KPMG LLP, who have performed a review of or expressed their opinion with respect to the financial statements (which term as used in this Agreement includes the related notes thereto) furnished or filed with the Commission included in the Offering Circular are independent public or certified public accountants within the meaning of Regulation S-X under the Securities Act and the Exchange Act. Any non-audit services provided by such accountants have been approved by the Audit Committee of the Company.

(k) *Preparation of the Financial Statements.* The financial statements, together with the related schedules and notes, included or incorporated by reference in the Offering Circular, present fairly the consolidated financial position of the Company and its subsidiaries as of and at the dates indicated and the results of their operations and cash flows for the periods specified. Such financial statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. The financial data set forth in the Offering Circular under the captions "Offering Circular Summary—Summary Selected Financial Data" and "Selected Financial Data" (other than non-GAAP financial data) fairly present the information set forth therein on a basis consistent with that of the audited financial statements contained in the Offering Circular.

(l) *Incorporation and Good Standing of the Company.* QC has been duly incorporated, is validly existing and is in good standing under the laws of its jurisdiction of incorporation, with all requisite corporate or other power and authority to own or lease its properties and conduct its businesses as now conducted as described in the Offering Circular, and is duly qualified to do business as a foreign corporation and is in good standing in all other jurisdictions where the ownership or leasing of its properties or the conduct of its businesses requires such qualification, except where the failure to be so qualified would not have or be reasonably likely to have a

material adverse effect on the financial position or results of operations of QC (a " *Material Adverse Effect* ").

(m) *The Capital Stock.* The outstanding shares of capital stock or other equity interests of QC have been duly authorized and validly issued, are fully paid and nonassessable, and were not issued in violation of any preemptive or similar rights; except as disclosed in the Offering Circular.

(n) *Registration of Securities.* No holder of securities of QC (other than holders of the Securities and holders of the \$575 million in aggregate principal amount of 7.875% Notes due 2011 of QC issued on August 19, 2004) will be entitled to have such securities registered under the registration statements required to be filed by QC pursuant to the Registration Rights Agreement.

(o) *Necessary Corporate Action.* QC has taken all necessary corporate action to authorize the Offering.

(p) *No Violations.* QC is not (i) in violation of its certificate of incorporation or bylaws, (ii) except as set forth in the Offering Circular, in violation of any statute, judgment, decree, order, rule or regulation applicable to QC or any of its respective properties or assets, except for such violations which would not, individually or in the aggregate, have a Material Adverse Effect, or (iii) in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, note, lease, license, franchise agreement, permit, certificate, contract or other agreement or instrument to which QC is a party or to which QC is subject (each, a " *Contract* " and collectively, the " *Contracts* "), except for such defaults which would not, individually or in the aggregate, have a Material Adverse Effect.

(q) *All Necessary Consents and Approvals.* Assuming compliance with the limitations and restrictions contained under the heading "Notice to Investors" in the Offering Circular, no consent, approval, authorization or order of any court or governmental, legislative, judicial, administrative or regulatory agency, authority or body is required for the making of the Offering, the exchange of the Notes for the Exchange Notes pursuant to the Exchange Offer, the execution, delivery and performance of any of this Agreement, the Preliminary Offering Circular, the Offering Circular, the Notes, the Exchange Notes, the Indenture or the Registration Rights Agreement, collectively, the " *Transaction Documents* " or the consummation of the other transactions contemplated in this Agreement, except (i) such as have been obtained on or prior the Closing Date, (ii) such as may be required under the Securities Act, the Exchange Act, state securities or "Blue Sky" laws in connection with the exchange of the New Securities for the Registered Exchange Notes, as applicable and (iii) such as may be required under the Registration Rights Agreement.

(r) *No Liens or Encumbrances.* The Offering, the exchange of the Notes for the Exchange Notes pursuant to the Registration Rights Agreement, the execution, delivery and performance of any of the Transaction Documents and the consummation of the transactions contemplated in this Agreement will not conflict with or constitute or result in a breach or violation of, or result in the creation or imposition of a lien, charge or encumbrance on any material property or assets of QC or any Subsidiary (other than as permitted under the Indenture) under, any of (i) the terms or provisions of, or constitute a default by QC or any Subsidiary under, any Contract, (ii) the certificate of incorporation or bylaws (or similar organizational documents) of QC or any Subsidiary or (iii) any statute, judgment, decree, order, rule or regulation of any court or governmental, legislative, judicial, administrative or regulatory agency, authority or body applicable to QC or any Subsidiaries or any of their respective properties, except for such conflicts, breaches, violations or defaults, in the case of clauses (i) and (iii), which would not, individually or in the aggregate, have a Material Adverse Effect.

(s) *Compliance with the Offering Circular.* The statements in the Offering Circular under the headings "Description of the Notes," "Description of Other Indebtedness" and "Certain United States Federal Income Tax Considerations" fairly summarize the matters described therein in all material respects.

(t) *The Transaction Documents.* The Transaction Documents, other than the Preliminary Offering Circular and Offering Circular, conform or will conform in all material respects to the descriptions thereof in the Offering Circular.

(u) *No Litigation.* Except as set forth in the Offering Circular, there is no action, suit or proceeding by or before any court or governmental, legislative, judicial, administrative or regulatory agency, authority or body or any arbitrator involving QC or any Subsidiary or property of QC or any Subsidiary pending or, to the best knowledge of QC, threatened, except for such actions, suits or proceedings which would not, individually or in the aggregate, reasonably be expected to have (i) a material adverse effect on the performance by QC of any of the Transaction Documents (other than the Preliminary Offering Circular and Offering Circular), to the extent each will be a party thereto, the issuance of the Notes or the consummation of any of the transactions contemplated hereby or by the other Transaction Documents or (ii) a Material Adverse Effect.

(v) *Permits.* Except as set forth in the Offering Circular and except for Permits (as defined below) reasonably expected to be obtained in the ordinary course of business, QC and each of the Subsidiaries possesses all material licenses, permits, franchises and other governmental authorizations, consents and approvals necessary (collectively, the "Permits") to conduct the businesses and own or lease its properties now or proposed to be operated by it as described in the Offering Circular and QC and each of the Subsidiaries is in compliance with the terms of such Permits, except where failure to possess such Permits or to so comply would not, individually or in the aggregate, have a Material Adverse Effect; all of the Permits are valid and in full force and effect, except where failure to be in full force and effect would not, individually or in the aggregate, have a Material Adverse Effect; none of QC or any Subsidiary has received any notice of any proceeding relating to the revocation or modification of any such Permit, except where such revocation or modification would not, individually or in the aggregate, have a Material Adverse Effect.

(w) *Conduct of Business.* Subsequent to the respective dates as of which information is given in the Offering Circular and except as described therein or contemplated thereby, neither QC nor any Subsidiary has incurred any material liabilities or obligations, direct or contingent, or entered into any material transactions, not in the ordinary course of business.

(x) *Title to Property.* QC and each of the Subsidiaries has satisfactory title to all real property described in the Offering Circular as being owned by it, and satisfactory title to each leasehold estate in the real property described in the Offering Circular as being leased by it (except for those leases of real property in which QC or any Subsidiary has such title but for the requirement that the landlord consent to an assignment or sublease of the lease) as is necessary to conduct the businesses and operate and utilize such real properties as now or proposed to be conducted, operated or utilized by it, as described in the Offering Circular, except in each case, to the extent the failure to have such title would not have a Material Adverse Effect, in each case free and clear of all Liens (as defined in the Indenture) other than those described under the Indenture as Permitted Liens or those that, individually or in the aggregate, do not have a Material Adverse Effect.

(y) *No Labor Disputes.* There is no strike, labor dispute, slowdown or work stoppage with the employees of QC or any of the Significant Subsidiaries which is pending or, to the best

knowledge of QC, threatened in writing, except for such events that would not, individually or in the aggregate, have a Material Adverse Effect.

(z) *Company not an "Investment Company."* QC is not now nor, after giving effect to the offering and issuance of the Exchange Notes, and the cancellation of the Notes accepted in the Exchange Offer and the consummation of the other transactions contemplated by the Offering Circular, will be an "investment company" or a company "controlled by" an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(aa) *No Price Stabilization or Manipulation.* Neither QC nor any Subsidiary or, to the best knowledge of QC, any of their directors, senior executive officers or controlling persons has taken, directly or indirectly, any action designed, or that might reasonably be expected, to cause or result, under the Securities Act or otherwise, in, or that has constituted, stabilization or manipulation of the price of any security of QC to facilitate the sale or resale of the Notes.

(bb) *Officer's Certificate.* Any certificate signed by any officer of QC and delivered to the Initial Purchasers or counsel for the Initial Purchasers in connection with the Offering shall be deemed a representation and warranty by QC to the Initial Purchasers as to matters covered thereby.

(cc) *Compliance with Sarbanes-Oxley Act of 2002 .* The Company and, to its best knowledge, its officers and directors are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act ") that are effective.

(dd) *No Significant Subsidiaries .* QC has no subsidiaries that individually or in the aggregate would be a "significant subsidiary" (as such term is defined in Rule 1-02 of Regulation S-X).

Section 2. *Purchase, Sale and Delivery of the Securities .*

(a) *The Securities .* The Company agrees to issue and sell to the several Initial Purchasers, severally and not jointly, all of the Securities upon the terms herein set forth. On the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Initial Purchasers agree, severally and not jointly, to purchase from the Company the aggregate principal amount of Notes to the extent set forth opposite their names on Schedule A at the purchase price set forth on Schedule A as a percentage of the principal amount thereof payable on the Closing Date.

(b) *The Closing Date .* Delivery of certificates for the Notes in definitive form to be purchased by the Initial Purchasers and payment therefor shall be made at the offices of Cahill Gordon & Reindel llp, 80 Pine Street, New York, New York 10005 (or such other place as may be agreed to by the Company and the Initial Purchasers) at 9:00 a.m. New York City time, on the date specified on Schedule A for the Notes, or such other time and date as the Initial Purchasers shall designate by notice to the Company (the time and date of such closing for the Notes is called the "Closing Date").

(c) *Delivery of the Securities .* The Company shall deliver, or cause to be delivered, to Goldman, Sachs & Co. for the accounts of the several Initial Purchasers certificates for the Securities at the Closing Date against the irrevocable release of a wire transfer of immediately available funds for the amount of the purchase price therefor. The certificates for the Securities shall be in such denominations and registered in the name of Cede & Co., as nominee of the Depositary, pursuant to the DTC Agreement, and shall be made available for inspection on the business day preceding the Closing Date at a location in New York City, as the Initial Purchasers may designate. Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Initial Purchasers.

(d) *Initial Purchasers as Qualified Institutional Buyers* . Each Initial Purchaser severally and not jointly represents and warrants to, and agrees with, the Company that it is a "qualified institutional buyer" within the meaning of Rule 144A (a " *Qualified Institutional Buyer* ") and an "accredited investor" within the meaning of Rule 501 under the Securities Act (an "Accredited Investor").

Section 3. *Additional Covenants* . QC further covenants and agrees with each Initial Purchaser as follows:

(a) *Initial Purchasers' Review of Proposed Amendments and Supplements* . Until the later of the Closing Date and the resale of all of the Notes by the Initial Purchasers to the Subsequent Purchasers, prior to amending or supplementing the Offering Circular (including any amendment or supplement through incorporation by reference of any report filed under the Exchange Act), QC shall furnish to the Initial Purchasers for review a copy of each such proposed amendment or supplement, and QC shall not use any such proposed amendment or supplement to which the Initial Purchasers reasonably object.

(b) *Amendments and Supplements to the Offering Circular and Other Securities Act Matters* . If, prior to the completion of the placement of the Securities by the Initial Purchasers with the Subsequent Purchasers, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Offering Circular in order to make the statements therein, in the light of the circumstances when the Offering Circular is delivered to a purchaser, not misleading, or if in the reasonable opinion of the Joint Book-Running Managers or counsel for the Initial Purchasers it is otherwise necessary to amend or supplement the Offering Circular to comply with law, the Company agrees to promptly prepare (subject to Section 3(a) hereof), and furnish at its own expense to the Initial Purchasers, amendments or supplements to the Offering Circular so that the statements in the Offering Circular as so amended or supplemented will not, in the light of the circumstances when the Offering Circular is delivered to a purchaser, be misleading or so that the Offering Circular, as amended or supplemented, will comply with law.

The Company hereby expressly acknowledges that the indemnification and contribution provisions of Sections 8 and 9 hereof are specifically applicable and relate to each Offering Circular, amendment or supplement referred to in this Section 3.

(c) *Copies of the Offering Circular* . The Company agrees to furnish the Initial Purchasers, without charge, as many copies of the Offering Circular and any amendments and supplements thereto as they shall have reasonably requested.

(d) *Blue Sky Compliance* . The Company shall cooperate with the Initial Purchasers and counsel for the Initial Purchasers to qualify or register the Securities for sale under (or obtain exemptions from the application of) the Blue Sky or state securities laws of those jurisdictions designated by the Initial Purchasers, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Securities. The Company shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation. The Company will advise the Initial Purchasers promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Securities for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Company shall use its reasonable best efforts to obtain the withdrawal thereof at the earliest possible moment.

(e) *Use of Proceeds* . The Company shall apply the net proceeds from the sale of the Securities sold by it in the manner described under the caption "Use of Proceeds" in the Offering Circular.

(f) *The Depositary* . The Company will cooperate with the Initial Purchasers and use its best efforts to permit the Securities to be eligible for clearance and settlement through the facilities of the Depositary.

(g) *Future Reports* . For so long as any Securities or Exchange Securities remain outstanding, the Company will furnish to the Joint Book-Running Managers: (i) as soon as practicable after the end of each fiscal year, copies of the Annual Report of the Company (or of Qwest Communications International Inc. if QC is no longer required to report under the requirements of the Exchange Act) containing the balance sheet of the Company as of the close of such fiscal year and statements of income, stockholders' equity and cash flows for the year then ended and the opinion thereon of the Company's independent public or certified public accountants; (ii) as soon as practicable after the filing thereof, copies of each proxy statement, Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other report filed by the Company with the Commission, the NASD or any securities exchange; and (iii) as soon as available, copies of any report or communication of the Company mailed generally to holders of its capital stock or debt securities (including the holders of the Securities). The availability of any such report, proxy statement or communication on the Commission's EDGAR system shall be sufficient to satisfy the Company's obligation to furnish such report, proxy statement or communication under this Section 3(g).

(h) *No Integration* . The Company agrees that it will not and will cause its Affiliates not to make any offer or sale of securities of the Company of any class if, as a result of the doctrine of "integration" referred to in Rule 502 under the Securities Act, such offer or sale would render invalid (for the purpose of (i) the sale of the Securities by the Company to the Initial Purchasers, (ii) the resale of the Securities by the Initial Purchasers to Subsequent Purchasers or (iii) the resale of the Securities by such Subsequent Purchasers to others) the exemption from the registration requirements of the Securities Act provided by Section 4(2) thereof or by Rule 144A or by Regulation S thereunder or otherwise.

(i) *Legended Securities* . Each certificate for a Note will bear the legend contained in "Notice to Investors" in the Offering Circular for the time period and upon the other terms stated in the Offering Circular.

(j) *PORTAL* . The Company will use its reasonable best efforts to cause such Notes to be eligible for the National Association of Securities Dealers, Inc. The PORTAL® Market (" *The PORTAL Market* ").

The Joint Book-Running Managers, on behalf of the several Initial Purchasers, may, in their sole discretion, waive in writing the performance by the Company of any one or more of the foregoing covenants or extend the time for their performance.

Section 4. *Payment of Expenses* . The Company agrees to pay all costs, fees and expenses incurred in connection with the performance of its obligations hereunder and in connection with the transactions contemplated hereby, including without limitation, (i) all expenses incident to the issuance and delivery of the Securities (including all printing and engraving costs), (ii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Securities to the Initial Purchasers, (iii) all fees and expenses of the Company's counsel, independent public or certified public accountants and other advisors, (iv) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of each Preliminary Offering Circular and the Offering Circular (including financial statements and exhibits), and all amendments and supplements thereto,

this Agreement, the Registration Rights Agreement, the Indenture, the DTC Agreement and the Notes, (v) all filing fees, attorneys' fees and expenses incurred by the Company or the Initial Purchasers in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Securities for offer and sale under the Blue Sky laws and, if requested by the Initial Purchasers, preparing and printing a "Blue Sky Survey" or Circular, and any supplements thereto, advising the Initial Purchasers of such qualifications, registrations and exemptions, (vi) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture, the Securities and the Exchange Securities, (vii) any fees payable in connection with the rating of the Securities or the Exchange Securities with the ratings agencies and the listing of the Securities with The PORTAL Market, (viii) any filing fees incident to, and any reasonable fees and disbursements of counsel to the Initial Purchasers in connection with the review by the National Association of Securities Dealers, Inc., if any, of the terms of the sale of the Securities or the Exchange Securities, and (ix) all fees and expenses (including reasonable fees and expenses of counsel) of the Company in connection with approval of the Securities by DTC for "book-entry" transfer, and the performance by the Company of its other obligations under this Agreement. Except as provided in this Section 4, Section 6, Section 8 and Section 9 hereof, the Initial Purchasers shall pay their own expenses, including the fees and disbursements of their counsel.

Section 5. *Conditions of the Obligations of the Initial Purchasers* . The obligations of the several Initial Purchasers to purchase and pay for the Securities as provided herein on the Closing Date shall be subject to the accuracy of the representations and warranties on the part of the Company set forth in Section 1 hereof as of the date hereof and as of the Closing Date as though then made and to the timely performance by the Company of its covenants and other obligations hereunder, and to each of the following additional conditions:

(a) *Accountants' Comfort Letter* . On the date hereof, the Initial Purchasers shall have received from KPMG LLP, independent public or certified public accountants for the Company, a letter dated the date hereof addressed to the Initial Purchasers, in form and substance satisfactory to the Initial Purchasers, containing statements and information of the type ordinarily included in accountant's "comfort letters" to Initial Purchasers, with respect to the audited and unaudited financial statements and certain financial information contained or incorporated by reference in the Offering Circular.

(b) *No Material Adverse Change or Ratings Agency Change* . For the period from and after the date of this Agreement and prior to the Closing Date:

(i) in the judgment of the Joint Book-Running Managers there shall not have occurred any Material Adverse Change; and

(ii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any securities of the Company or any of its subsidiaries by any "nationally recognized statistical rating organization" as such term is defined for purposes of Rule 436 under the Securities Act.

(c) *Opinion of Counsel for the Company* . On the Closing Date the Initial Purchasers shall have received the favorable opinions of in-house counsel of the Company and outside counsel for the Company, dated as of such Closing Date, the forms of which are attached hereto as Exhibits A-1, A-2, A-3 and A-4.

(d) *Opinion of Counsel for the Initial Purchasers* . On the Closing Date the Initial Purchasers shall have received the favorable opinion of Cahill Gordon & Reindel llp, counsel for the Initial Purchasers, dated as of such Closing Date, with respect to such matters as may be reasonably requested by the Initial Purchasers.

(e) *Officers' Certificate* . On the Closing Date the Initial Purchasers shall have received a written certificate executed by an officer of the Company and the Chief Financial Officer of the Company, dated as of the Closing Date, to the effect set forth in subsection (b)(ii) of this Section 5, and further to the effect that to the best knowledge of such officer:

(i) for the period from and after the date of this Agreement and prior to the Closing Date there has not occurred any Material Adverse Change;

(ii) the representations, warranties and covenants of the Company set forth in Section 1 of this Agreement are true and correct with the same force and effect as though expressly made on and as of the Closing Date; and

(iii) the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(f) *Bring-down Comfort Letter* . On the Closing Date the Initial Purchasers shall have received from KPMG LLP, independent public or certified public accountants for the Company, a letter dated such date, in form and substance satisfactory to the Initial Purchasers, to the effect that they reaffirm the statements made in the letter furnished by them pursuant to subsection (a) of this Section 5, except that the specified date referred to therein for the carrying out of procedures shall be no more than three business days prior to the Closing Date.

(g) *PORTAL Listing* . At the Closing Date the Notes shall have been designated for trading on The PORTAL Market.

(h) *Registration Rights Agreement* . The Company shall have entered into the Registration Rights Agreement and the Initial Purchasers shall have received executed counterparts thereof.

(i) *Additional Documents* . On or before the Closing Date, the Initial Purchasers and counsel for the Initial Purchasers shall have received such information, documents and opinions as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Initial Purchasers by notice to the Company at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Section 4, Section 6, Section 8 and Section 9 shall at all times be effective and shall survive such termination.

Section 6. *Reimbursement of Initial Purchasers' Expenses* . If this Agreement is terminated by the Initial Purchasers pursuant to Section 5, or if the sale to the Initial Purchasers of the Securities on the Closing Date is not consummated because of any refusal, inability or failure on the part of the Company to perform any agreement herein or to comply with any provision hereof, the Company agrees to reimburse the Initial Purchasers (or such Initial Purchasers as have terminated this Agreement with respect to themselves), severally, upon demand for all out-of-pocket expenses that shall have been reasonably incurred by the Initial Purchasers in connection with the proposed purchase and the offering and sale of the Securities, including but not limited to fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges.

Section 7. *Offer, Sale and Resale Procedures* . Each of the Initial Purchasers, on the one hand, and the Company, on the other hand, hereby establish and agree to observe the following procedures in connection with the offer and sale of the Securities:

- (A) Offers and sales of the Securities will be made only by the Initial Purchasers or Affiliates thereof qualified to do so in the jurisdictions in which such offers or sales are made. Each such offer or sale shall only be made to persons whom the offeror or seller reasonably believes to be qualified institutional buyers (as defined in Rule 144A under the Securities Act) or non-U.S. persons outside the United States to whom the offeror or seller reasonably believes offers and sales of the Securities may be made in reliance upon Regulation S under the Securities Act, upon the terms and conditions set forth in Annex I hereto, which Annex I is hereby expressly made a part hereof.
- (B) The Securities will be offered by approaching prospective Subsequent Purchasers on an individual basis. No general solicitation or general advertising (within the meaning of Rule 502 under the Securities Act) will be used in the United States in connection with the offering of the Securities.
- (C) With respect to offers and sales of Notes outside the United States, each Initial Purchaser understands that no action has been or will be taken in any jurisdiction by QC that would permit a public offering of the Notes, or possession or distribution of either the Preliminary Offering Circular or the Final Offering Circular or any other offering or publicity material relating to the Notes, in any country or jurisdiction where legal or regulatory action for that purpose is required.
- (D) Upon original issuance by the Company, and until such time as the same is no longer required under the applicable requirements of the Securities Act, the Securities (and all securities issued in exchange therefor or in substitution thereof, other than the Exchange Securities) shall bear the following legend:

"THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A)(1) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (2) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), (4) TO AN INSTITUTIONAL ACCREDITED INVESTOR IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS."

Following the sale of the Securities by the Initial Purchasers to Subsequent Purchasers pursuant to the terms hereof, the Initial Purchasers shall not be liable or responsible to the Company for any losses, damages or liabilities suffered or incurred by the Company, including any losses, damages or liabilities under the Securities Act, arising from or relating to any resale or transfer of any Security by any Persons other than the respective Initial Purchasers.

Section 8. *Indemnification* . QC hereby agrees to hold each Initial Purchaser harmless and to indemnify each Initial Purchaser (including any of its affiliated companies and any director, officer, agent or employee of such Initial Purchaser or any such affiliated company) in its capacity as Initial Purchaser and any director, officer or other person controlling (within the meaning of Section 20(a) of the Exchange Act) such Initial Purchaser (including any of such Initial Purchaser's affiliated companies) (collectively, "*Indemnified Persons* ") from and against any and all losses, claims, damages, liabilities or expenses (whether direct or indirect, in contract, tort or otherwise) whatsoever, as incurred (including the cost of any investigation and preparation), arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Offering Circular, or any omission or alleged omission to state in any the Offering Circular a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading except for any such loss, claim, damage, liability or expense which arises out of or is based upon (x) any untrue statement or alleged untrue statement of a material fact contained in the Offering Circular or (y) any omission or alleged omission to state in the Offering Circular a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, if in any such case such statement or omission relates to such Initial Purchaser and was made in reliance upon and in conformity with information furnished in writing by such Initial Purchaser to QC expressly for use therein, it being understood and agreed that the only such information furnished by or on behalf of each Initial Purchaser consists of the last sentence of the second paragraph of text under the caption "Underwriting," concerning the terms of the offering by the Initial Purchasers, and the sixth and seventh paragraphs of text under the caption "Underwriting" in the Offering Circular, concerning short sales, stabilizing transactions and purchases to cover positions created by short sales by the Initial Purchasers (the "*Initial Purchaser Information* "). The foregoing indemnity shall be in addition to any liability which QC might otherwise have to such Initial Purchaser and such other Indemnified Persons.

Each Initial Purchaser severally hereby agrees to hold QC harmless and to indemnify QC (including any of its respective affiliated companies and any director, officer, agent or employee of QC or any such affiliated company) and any director, officer or other person controlling (within the meaning of Section 20(a) of the Exchange Act) QC (including any of QC's affiliated companies) from and against any and all losses, claims, damages, liabilities or expenses (whether direct or indirect, in contract, tort or otherwise) whatsoever, as incurred (including the cost of any investigation and preparation) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Initial Purchaser Information furnished by such Initial Purchaser for inclusion in the Offering Circular, or any omission or alleged omission to state in such Initial Purchaser Information a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

If a claim is made against any Indemnified Person as to which such Indemnified Person may seek indemnity under this Section 8, such Indemnified Person shall notify QC promptly after any written assertion of such claim threatening to institute an action or proceeding with respect thereto and shall notify QC promptly of any action commenced against such Indemnified Person within a reasonable time after such Indemnified Person shall have been served with a summons or other first legal process giving information as to the nature and basis of the claim. Failure to so notify QC shall not, however, relieve QC from any liability which it may have on account of the indemnity under this Section 8, except to the extent such failure results in the forfeiture by QC of substantial rights and defenses. QC shall have the right to assume the defense of any such litigation or proceeding, including the engagement of counsel reasonably satisfactory to such Initial Purchaser. In any such litigation or proceeding the defense of which QC shall have so assumed, any Indemnified Person shall have the right to participate in such litigation or proceeding and to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) QC shall have failed promptly to assume the defense thereof and employ counsel as provided above or (ii) counsel to

the Indemnified Person reasonably determines that representation of such Indemnified Person by QC's counsel would present QC's counsel with a conflict of interest. It is understood that QC shall not, in connection with any litigation or proceeding or related litigation or proceeding in the same jurisdiction, be liable under this Agreement for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such Indemnified Persons and that all such fees and expenses shall be reimbursed as they are incurred. Such separate firm shall be designated by the Initial Purchasers.

QC agrees to notify each Initial Purchaser promptly of the written assertion of any claim in connection with the Offering against it, any of its officers or directors or any person who controls it within the meaning of Section 20(a) of the Exchange Act. QC will not settle, compromise or consent to entry of judgment with respect to any litigation or proceeding in respect of which indemnity may be sought hereunder, whether or not an Initial Purchaser or its related Indemnified Persons is an actual or potential party to such litigation or proceeding, without each Initial Purchaser's prior written consent (which consent shall not be unreasonably withheld or delayed), unless such settlement, compromise or consent (i) includes an unconditional release of each such Initial Purchaser and its related Indemnified Persons from all liability in any way related to or arising out of such litigation or proceeding and (ii) does not impose any actual or potential liability or any other obligation upon any such Initial Purchaser and its related Indemnified Persons and does not contain any factual or legal admission of fault, culpability or a failure to act by or with respect to any such Initial Purchaser and its related Indemnified Persons.

Section 9. *Contribution* . If the indemnification provided for in Section 8 is for any reason held to be unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company in respect of the Securities in which the related Initial Purchasers participated as such, on the one hand, and the Initial Purchasers, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Initial Purchasers, on the other hand, in connection with the statements or omissions or inaccuracies in the representations and warranties herein which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Initial Purchasers, on the other hand, in connection with the offering of the Securities pursuant to this Agreement in respect of the Securities in which the related Initial Purchaser participated as such shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company, and the total discount received by the Initial Purchasers bear to the aggregate initial offering price of the Securities. The relative fault of the Company, on the one hand, and the Initial Purchasers, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact or any such inaccurate or alleged inaccurate representation or warranty relates to information supplied by the Company, on the one hand, or the Initial Purchasers, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 8, any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in Section 8 with respect to notice of

commencement of any action shall apply if a claim for contribution is to be made under this Section 9; *provided, however*, that no additional notice shall be required with respect to any action for which notice has been given under Section 8 for purposes of indemnification.

The Company and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by *pro rata* allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 9.

Notwithstanding the provisions of this Section 9, no Initial Purchaser shall be required to contribute any amount in excess of the discount received by such Initial Purchaser in connection with the Securities distributed by it. No person guilty of fraudulent misrepresentation (within the meaning of Section 11 of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers' obligations to contribute pursuant to this Section 9 are several, and not joint, in proportion to their respective commitments as set forth opposite their names in Schedule A. For purposes of this Section 9, each director, officer and employee of an Initial Purchaser and each person, if any, who controls an Initial Purchaser within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as such Initial Purchaser, and each director of the Company, and each person, if any, who controls the Company with the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Company.

Section 10. *Termination of this Agreement*. Prior to the Closing Date, this Agreement may be terminated by Joint Book-Running Managers, on behalf of the Initial Purchasers, by notice given to the Company if at any time: (i) trading or quotation in any of the Company's securities shall have been suspended or limited by the Commission or by the New York Stock Exchange, or trading in securities generally on either the Nasdaq Stock Market or the New York Stock Exchange shall have been suspended or limited, or minimum or maximum prices shall have been generally established on any of such stock exchanges by the Commission or the NASD; (ii) a general banking moratorium shall have been declared by any of federal or New York authorities; (iii) there shall have occurred any outbreak or escalation of national or international hostilities or any national or international crisis or calamity, or any change in the United States or international financial markets, or any substantial change or development involving a prospective substantial change in the United States' or international political, financial or economic conditions, as in the judgment of the Joint Book-Running Managers is material and adverse and makes it impracticable to market the Securities in the manner and on the terms described in the Offering Circular or to enforce contracts for the sale of securities; or (iv) since the date of the Offering Circular, there shall have occurred any Material Adverse Change which in the judgment of the Joint Book-Running Managers makes it impracticable to market the Securities in the manner and on the terms described in the Offering Circular. Any termination pursuant to this Section 10 shall be without liability on the part of (i) the Company to any Initial Purchaser, except that the Company shall be obligated to reimburse the expenses of the Initial Purchasers pursuant to Sections 4 and 6 hereof, (ii) any Initial Purchaser to the Company or (iii) any party hereto to any other party except that the provisions of Section 8 and Section 9 shall at all times be effective and shall survive such termination.

Section 11. *Representations and Indemnities to Survive Delivery*. The respective indemnities, agreements, representations, warranties and other statements of the Company, of its officers and of the several Initial Purchasers set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Initial Purchaser or the Company or any of its or their partners, officers or directors or any controlling person, as the case may be, and will survive delivery of and payment for the Securities sold hereunder and any termination of this Agreement.

Section 12. *Notices* . All communications hereunder shall be in writing and shall be mailed, hand delivered or telecopied and confirmed to the parties hereto as follows:

If to the Initial Purchasers:

Goldman, Sachs & Co.
85 Broad Street
New York, NY 10004
Attention: Legal Department
Fax: (212) 902-3000

Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005
Attention: Corporate Finance Department
Fax: (212) 797-5765

Lehman Brothers Inc.
745 Seventh Avenue
New York, NY 10019
Attention: Debt Capital Markets, Telecommunications Group
(with a copy to General Counsel at the same address)
Fax: (212) 526-0943

with a copy to:

Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005
Attention: James J. Clark, Esq.
Jonathan A. Schaffzin, Esq.
Fax: (212) 269-5420

If to QC:

Qwest Corporation
1801 California Street
Denver, Colorado 80202
Attention: Chief Financial Officer
Fax: (303) 296-6920
General Counsel
Fax: (303) 296-5974

with a copy to:

Gibson, Dunn & Crutcher LLP
1801 California Street, Suite 4200
Denver, Colorado 80202
Attention: Richard M. Russo, Esq.
Fax: (303) 313-2838

and a copy to:

O'Melveny & Myers
400 South Hope Street
Los Angeles, California 90071
Attention: David J. Johnson, Jr., Esq.
Fax: (213) 430-6407

Any party hereto may change the address for receipt of communications by giving written notice to the others.

Section 13. *Successors* . This Agreement will inure to the benefit of and be binding upon the parties hereto, including any substitute Initial Purchasers pursuant to Section 16 hereof, and to the benefit of the employees, officers and directors and controlling persons referred to in Section 8 and Section 9, and in each case their respective successors, and no other person will have any right or obligation hereunder. The term "successors" shall not include any purchaser of the Securities as such from any of the Initial Purchasers merely by reason of such purchase.

Section 14. *Partial Unenforceability* . The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

Section 15. *Governing Law Provisions* . THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SUCH STATE.

Section 16. *Default of One or More of the Several Initial Purchasers* . If any one or more of the several Initial Purchasers with respect to the Notes shall fail or refuse to purchase such Notes that it or they have agreed to purchase hereunder on the Closing Date, and the aggregate principal amount of such Notes which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase does not exceed 10% of the aggregate principal amount of the Notes to be purchased on such date, the other Initial Purchasers with respect to such Notes shall be obligated, severally, in the proportions that the principal amount of Notes set forth opposite their respective names on Schedule A bears to the aggregate principal amount of Notes set forth opposite the names of all such non-defaulting Initial Purchasers, or in such other proportions as may be specified by the Initial Purchasers with respect to such Notes with the consent of the non-defaulting Initial Purchasers with respect to such Notes, to purchase the Notes which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase on such date. If any one or more of the Initial Purchasers with respect to the Notes shall fail or refuse to purchase such Notes and the aggregate principal amount of such Notes with respect to which such default occurs exceeds 10% of the aggregate principal amount of such Notes to be purchased on the Closing Date, and arrangements satisfactory to the Initial Purchasers with respect to the Notes and the Company for the purchase of such Notes are not made within 48 hours after such default, this Agreement shall terminate with respect to the Notes without liability of any party to any other party except that the provisions of Section 4, Section 6, Section 8 and Section 9 shall at all times be effective and shall survive such termination. In any such case either the Initial Purchasers or the Company shall have the right to postpone the Closing Date, as the case may be, but in no event for longer than seven days in order that the required changes, if any, to the Offering Circular or any other documents or arrangements may be effected.

As used in this Agreement, the term "Initial Purchaser" shall be deemed to include any person substituted for a defaulting Initial Purchaser under this Section 16. Any action taken under this Section 16 shall not relieve any defaulting Initial Purchaser from liability in respect of any default of such Initial Purchaser under this Agreement.

Section 17. *General Provisions* . This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be

amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

QWEST CORPORATION

By: /s/ RAHN K. PORTER

Name:
Title:

The foregoing Purchase Agreement is hereby confirmed and accepted by the Initial Purchasers as of the date first above written.

GOLDMAN, SACHS & CO.
LEHMAN BROTHERS INC.
DEUTSCHE BANK SECURITIES INC.
BANC OF AMERICA SECURITIES LLC
CREDIT SUISSE FIRST BOSTON LLC
WACHOVIA CAPITAL MARKETS, LLC
BNY CAPITAL MARKETS, INC.
CITIGROUP GLOBAL MARKETS INC.
GREENWICH CAPITAL MARKETS, INC.

By: GOLDMAN, SACHS & CO.

/s/ GOLDMAN, SACHS & CO.

(GOLDMAN, SACHS & CO.)

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SCHEDULE A

Initial Purchasers for Notes		Principal Aggregate Amount of Notes to be Purchased
Goldman, Sachs & Co		\$ 65,624,000
Lehman Brothers Inc.		65,624,000
Deutsche Bank Securities Inc.		56,250,000
Banc of America Securities LLC		16,667,000
Credit Suisse First Boston LLC		16,667,000
Wachovia Capital Markets, LLC		16,667,000
BNY Capital Markets, Inc.		4,167,000
Citigroup Global Markets Inc.		4,167,000
Greenwich Capital Markets		4,167,000
Total		\$ 250,000,000
Purchase Price to the Company for Notes	106% of Principal Amount, plus accrued and unpaid interest from August 19, 2004 through November 23, 2004.	
Closing Date for Notes	November 23, 2004	

[FORM OF OPINION OF IN-HOUSE COUNSEL TO COMPANY]

1. Qwest Corporation (" QC ") is a corporation validly existing under the laws of Colorado, with the power under Colorado law and its articles of incorporation and by-laws (the " *Organizational Documents* ") to own its properties and assets, to carry on its business as described in the Offering Circular and to enter into the Purchase Agreement.
2. The outstanding shares of the capital stock of QC have been duly authorized by all necessary corporate action on the part of QC and are validly issued, fully paid and nonassessable. Except as otherwise set forth in the Offering Circular, the outstanding shares of the capital stock of QC are owned of record by Qwest Services Corporation, a Colorado corporation.
3. To my knowledge, QC is not in violation of its Organizational Documents.
4. To my knowledge, and except as set forth in the Offering Circular, QC is not (A) in violation of any statute, judgment, decree, order, rule or regulation of any New York or federal court or governmental authority binding on QC or any of its properties or assets, or (B) in default in the performance or observance of any material agreement, which violation or default has had or would reasonably be expected to have a Material Adverse Effect.
5. To my knowledge, and except as set forth in the Offering Circular, there is not pending or threatened any action, suit, proceeding, inquiry or investigation to which QC or any of its Significant Subsidiaries is a party, or to which the assets, properties or operations of QC or any of its Significant Subsidiaries is subject, before or by any court or governmental agency or body, domestic or foreign, which would reasonably be expected to have a Material Adverse Effect.
6. The Offering, the execution and delivery by QC of the Transaction Documents, and the performance of its obligations under the Transaction Documents will not (i) violate the articles of incorporation or bylaws or similar organizational documents of QC, or (ii) breach or otherwise violate any existing obligation of or restriction on QC under any order, judgment or decree of any New York or federal court or governmental authority known to me binding on QC, which violation or breach would reasonably be expected to have a Material Adverse Effect.

I have reviewed the Offering Circular, but have not independently verified the accuracy, completeness or fairness of the statements in that document. The limitations inherent in such review, and the knowledge available to me, are such that I am unable to assume, and I do not assume, any responsibility for such accuracy, completeness or fairness. However, on the basis of such review, I do not believe that the Offering Circular, considered as a whole as of the date of the Offering Circular or the date hereof, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. However, I express no opinion or belief as to the financial statements, including the notes thereto, and any other financial or statistical data that is found in or derived from the accounting or financial records of the Company and its subsidiaries, that are contained or incorporated by reference in the Offering Circular.

**[FORM OF OPINION OF OUTSIDE COUNSEL
(GIBSON, DUNN & CRUTCHER LLP)]**

1. QC is a validly existing corporation in good standing under the laws of the State of Colorado, with the requisite corporate power and authority to own or lease its properties and conduct its business as now conducted as described in the Offering Circular.
 2. The Notes and the Exchange Notes have been duly authorized by all necessary corporate action of QC.
 3. The execution, delivery and performance of the Indenture by QC has been duly authorized by all necessary action. The Indenture has been duly executed and delivered by QC.
 4. The execution, delivery and performance of the Registration Rights Agreement by QC has been duly authorized by all necessary action. The Registration Rights Agreement has been duly executed and delivered by QC. The Registration Rights Agreement constitutes the legal, valid and binding obligations of QC, enforceable against QC in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the rights and remedies of creditors generally (including the effect of statutory and other laws regarding fraudulent transfers or preferential transfers), and by general principles of equity, including concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief or other equitable remedies, regardless of whether considered in a proceeding in equity or at law.
 5. The execution and delivery by QC of the Purchase Agreement, the Indenture, the Registration Rights Agreement, the Notes and the Exchange Notes, and the performance of its obligations thereunder, will not require any filing with or approval of any governmental authority of the State of New York, the State of Colorado or the United States of America applicable to QC that, in our experience, is generally applicable to transactions of the type contemplated by the Purchase Agreement, except that we express no opinion regarding any federal or state communication laws, federal securities laws, or Blue Sky or state securities laws.
 6. Assuming the accuracy of, and compliance with, the representations, warranties and agreements of the Company and the Initial Purchasers relating to the offering of the Notes set forth in the Purchase Agreement and assuming that the offering is made as contemplated in the Offering Circular, it is not necessary in connection with the offer, sale and delivery of the Notes to the Initial Purchasers under the Purchase Agreement or in connection with the initial resale of the Notes by the Initial Purchasers in accordance with Section 7 of the Purchase Agreement to register the Notes under the Securities Act, it being understood that no opinion is expressed as to any subsequent resale of any Note.
 7. The execution and delivery by QC of the Purchase Agreement, the Indenture, the Registration Rights Agreement, the Notes and the Exchange Notes and the performance of its obligations thereunder, will not violate any law or regulation of the State of New York, the State of Colorado or the United States of America applicable to QC that, in our experience, is generally applicable to transactions of the type contemplated by the Purchase Agreement, except that we express no opinion regarding any federal or state communications laws, federal securities laws, or Blue Sky or state securities laws or as to Sections and 8 and 9 of the Purchase Agreement.
 8. Insofar as the statements in the Offering Circular under the caption "Certain United States Federal Income Tax Considerations" purport to describe specific provisions of the Internal Revenue Code, such statements present in all material respects an accurate summary of such provisions.
 9. QC is not an investment company required to register under the Investment Company Act of 1940, as amended.
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10. The execution, delivery and performance of the Purchase Agreement have been duly authorized by all necessary corporate action of QC. The Purchase Agreement has been duly executed and delivered by QC.

11. Insofar as the statements in the Offering Circular under the caption "Exchange Offer; Registration Rights" purport to describe specific provisions of the Registration Rights Agreement, such statements present in all material respects an accurate summary of such provisions.

We have participated in conferences with officers and other representatives of the Company, representatives of the independent auditors of the Company and representatives of the Initial Purchasers and their counsel at which the contents of the Preliminary Offering Circular and the Offering Circular (in each case excluding the "Description of Notes" and "Form, Denomination, Transfer, Exchange and Book Entry Procedures") and related matters were discussed. Because the purpose of our professional engagement was not to establish or confirm factual matters and because the scope of our examination of the affairs of the Company and its Subsidiaries did not permit us to verify the accuracy, completeness or fairness of the statements set forth in the Preliminary Offering Circular and the Offering Circular, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Offering Circular or the Final Offering Circular, except to the extent set forth in paragraph 8. On the basis of the foregoing, and except for the financial statements, including the notes thereto, and any other financial or statistical data that is found in or derived from the internal accounting or financial records of the Company and its subsidiaries, that are contained or incorporated by reference in the Offering Circular, as to which we express no opinion or belief, no facts have come to our attention that led us to believe that the Offering Circular, as of its date or the date hereof, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

[FORM OF OUTSIDE COUNSEL OPINION (O'MELVENY & MYERS LLP)]

1. The Notes, assuming the due authorization and execution by QC, and upon payment for and delivery of the Notes in accordance with the Purchase Agreement and the authentication of the certificate or certificates representing the Notes by a duly authorized signatory of the Trustee in accordance with the provisions of the Indenture, will be legally valid and binding obligations of QC, enforceable against QC in accordance with their terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws), and by general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

2. The Exchange Notes, assuming the due authorization and execution by QC, and when delivered in the form of and in exchange for the Notes in accordance with the provisions of the Registration Rights Agreement and the Indenture and the authentication of the certificate or certificates representing the Exchange Notes by a duly authorized signatory of the Trustee in accordance with the provisions of the Indenture, will be legally valid and binding obligations of QC, enforceable against QC in accordance with their terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws), and by general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

3. Assuming the due authorization and execution and delivery by QC and the Trustee, the Indenture will constitute the legally valid and binding obligation of QC enforceable, against QC in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally (including, without limitation fraudulent conveyance laws), and by general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

4. The Offering, in the manner contemplated by the Offering Circular, the execution and delivery by QC of the Transaction Documents, and the performance of its obligations under the Transaction Documents will not violate, breach or result in a default under any existing obligation of or restriction on QC under any agreement (the "*Relevant Agreements*") identified in Exhibit A hereto. If a Relevant Agreement is governed by the laws of a jurisdiction other than New York, we have assumed such Relevant Agreement is governed by the laws of the State of New York. We express no opinion as to the effect of QC's performance of its obligations under the Transaction Documents on its compliance with financial covenants in the Relevant Agreements.

5. The statements in the Offering Circular under the caption "Description of the Notes" and "Description of Other Indebtedness", insofar as they summarize provisions of the Notes, or the Indenture or the documents evidencing such other applicable debt instruments, fairly present the information therein in all material respects.

**EXHIBIT 1 TO EXHIBIT A-3
RELEVANT AGREEMENTS**

Qwest Corporation :

1. Indenture dated as of April 15, 1990 between Qwest Corporation and The First National Bank of Chicago;
 - a. First Supplemental Indenture dated as of April 16, 1991 between Qwest Corporation and the First National Bank of Chicago;
2. Indenture dated as of October 15, 1999 between Qwest Corporation and Bank One Trust Company, National Association;
 - a. First Supplemental Indenture dated as of August 19, 2004 between Qwest Corporation and U.S. Bank National Association;
3. Term Loan Agreement dated as of June 9, 2003 among Qwest Corporation, Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Suisse First Boston, Deutsche Bank Trust Company Americas, Deutsche Bank Securities Inc. and the Lenders listed therein; and
4. Other Indentures:
 - a. Indenture dated January 1, 1968 between Qwest Corporation and Iowa-Des Moines National Bank; and
 - b. Indenture dated August 1, 1967 between Qwest Corporation and Idaho First National Bank.

Qwest Communications International Inc. and Qwest Services Corporation:

1. Indenture dated October 15, 1997 between Qwest Communications International Inc. and Bankers Trust Company;
 - a. First Supplemental Indenture dated February 16, 2001;
2. Indenture dated January 29, 1998 between Qwest Communications International Inc. and Bankers Trust Company;
 - a. First Supplemental Indenture dated February 16, 2001;
3. Indenture dated November 4, 1998 between Qwest Communications International Inc. and Bankers Trust Company;
 - a. First Supplemental Indenture dated December 26, 2002;
 - b. Second Supplemental Indenture dated December 2, 2003;
4. Indenture dated November 27, 1998 between Qwest Communications International Inc. and Bankers Trust Company;
 - a. First Supplemental Indenture dated as of December 26, 2002;
 - b. Second Supplemental Indenture dated as of December 4, 2003;
5. Indenture dated June 29, 1998 between Qwest Capital Funding, Inc. and The First National Bank of Chicago;
 - a. First Supplemental Indenture dated June 30, 2000;
 - b. Second Supplemental Indenture dated Feb 4, 2002;

6. Indenture dated August 28, 1997 between Qwest Communications International Inc. and Bankers Trust Company;
 - a. First Supplemental Indenture dated February 16, 2001;
7. Indenture dated as of December 26, 2002 among Qwest Communications International Inc., Qwest Services Corporation, Qwest Capital Funding, Inc. and Bank One Trust Company, N.A.;
8. Indenture dated as of February 5, 2004 among Qwest Communications International Inc., Qwest Services Corporation, Qwest Capital Funding, Inc. and J.P. Morgan Trust Company; and
9. Credit Agreement dated as of February 5, 2004 among Qwest Communications International Inc., Qwest Services corporation, Bank of America, N.A. and the Lenders listed therein.

[FORM OF OPINION OF HOGAN & HARTSON, L.L.P.]

1. No consent, approval or authorization by the FCC is required in connection with the Offering, the execution, delivery and performance by QC of any of the Transaction Documents and the consummation by QC of the transactions contemplated in this Purchase Agreement, except that the approval of the FCC must be obtained prior to the exercise of any rights with respect to the collateral that would constitute a transfer of control of QC or any FCC-regulated subsidiary (direct or indirect) of QC. We express no opinion as to whether the FCC would grant any application requesting approval for such transfer of control.

(b) The Offering, the execution, delivery and performance by QC of any of the Transaction Documents and the consummation by QC of the transactions contemplated by this Purchase Agreement does not violate any applicable provision of the Communications Act or the FCC Rules.

(c) The Offering, the execution, delivery and performance of any of the Transaction Documents and the consummation of the transactions contemplated by the Purchase Agreement by QC is not inconsistent with any applicable published order of the FCC as of the date of such opinion.

(d) The statements in the Offering Circular under the headings "Risk Factors—We operate in a highly regulated industry, and are therefore exposed to restrictions on our manner of doing business and a variety of claims relating to such regulation," "Business—Regulation" and "Business—Legal Proceedings—Legal Proceedings Involving QC—Regulatory Matters," insofar as such statements purport to summarize applicable provisions of the Communications Act and the FCC Rules, are accurate summaries in all material respects of the provisions purported to be summarized.

Resale Pursuant to Regulation S or Rule 144A. Each Initial Purchaser understands that:

Such Initial Purchaser agrees that it has not offered or sold and will not offer or sell the Notes in the United States or to, or for the benefit or account of, a U.S. Person (other than a distributor), in each case, as defined in Rule 902 under the Securities Act (i) as part of its distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering of the Notes pursuant hereto and the Closing Date, except in either case than in accordance with Regulation S of the Securities Act or another exemption from the registration requirements of the Securities Act. Such Initial Purchaser agrees that, during such 40-day restricted period, it will not cause any advertisement with respect to the Notes (including any "tombstone" advertisement) to be published in any newspaper or periodical or posted in any public place and will not issue any circular relating to the Notes, except such advertisements as are permitted by and include the statements required by Regulation S.

Such Initial Purchaser agrees that, at or prior to confirmation of a sale of Notes by it to any distributor, dealer or person receiving a selling concession, fee or other remuneration during the 40-day restricted period referred to in Rule 903 under the Securities Act, it will send to such distributor, dealer or person receiving a selling concession, fee or other remuneration a confirmation or notice to substantially the following effect:

"The Notes covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "*Securities Act*"), and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of your distribution at any time or (ii) otherwise until 40 days after the later of the date the Notes were first offered to persons other than "distributors" (as defined in Regulation S) in reliance upon Regulation S and the Closing Date, except in either case in accordance with Regulation S under the Securities Act (or Rule 144A or to Accredited Institutions in transactions that are exempt from the registration requirements of the Securities Act), and in connection with any subsequent sale by you of the Notes covered hereby in reliance on Regulation S during the period referred to above to any distributor, dealer or person receiving a selling concession, fee or other remuneration, you must deliver a notice to substantially the foregoing effect. Terms used above have the meanings assigned to them in Regulation S."

Annex-I-1

[QuickLinks](#)

[Exhibit 10.1 \[Conformed copy\]](#)

PURCHASE AGREEMENT

SCHEDULE A

EXHIBIT A-1

[\[FORM OF OPINION OF IN-HOUSE COUNSEL TO COMPANY \]](#)

EXHIBIT A-2

[\[FORM OF OPINION OF OUTSIDE COUNSEL \(GIBSON, DUNN & CRUTCHER LLP\)\]](#)

EXHIBIT A-3

[\[FORM OF OUTSIDE COUNSEL OPINION \(O'MELVENY & MYERS LLP\)\]](#)
[EXHIBIT 1 TO EXHIBIT A-3 RELEVANT AGREEMENTS](#)

EXHIBIT A-4

[\[FORM OF OPINION OF HOGAN & HARTSON, L.L.P.\]](#)

ANNEX I

[QuickLinks](#) -- Click here to rapidly navigate through this document

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

Dated November 23, 2004

among

QWEST CORPORATION,

as Issuer,

and

**Goldman, Sachs & Co.
Lehman Brothers Inc.
Deutsche Bank Securities Inc.
Banc of America Securities LLC
Credit Suisse First Boston LLC
Wachovia Capital Markets, LLC
BNY Capital Markets, Inc.
Citigroup Global Markets Inc.
Greenwich Capital Markets, Inc.**

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "*Agreement*") is dated as of November 23, 2004, among QWEST CORPORATION, a Colorado corporation (the "*Issuer*" or the "*Company*"), on the one hand, and the initial purchasers named on the Signature Pages hereto (each, an "*Initial Purchaser*" and collectively, the "*Initial Purchasers*"), on the other hand, who have each agreed to purchase, severally and not jointly, pursuant to the Purchase Agreement (as defined below) a specified amount of newly issued 7.875% Notes due 2011 (the "*Securities*").

This Agreement is made pursuant to the Purchase Agreement, dated as of November 18, 2004 (the "*Purchase Agreement*"), by and among the Issuer and the Initial Purchasers (i) for the benefit of the Issuer and the Initial Purchasers and (ii) for the benefit of the holders from time to time of the Securities (including the Initial Purchasers). In order to induce the Initial Purchasers to purchase the Securities, the Issuer has agreed to provide the registration rights set forth in this Agreement. The execution and delivery of this Agreement is a condition to the obligations of the Initial Purchasers set forth in Section 5 of the Purchase Agreement. Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Purchase Agreement.

In consideration of the foregoing, the parties hereto agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Securities:

1. *Definitions* .

As used in this Agreement, the following capitalized defined terms shall have the following meanings:

" *1933 Act* " shall mean the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

" *1934 Act* " shall mean the Securities Exchange Act of 1934, as amended, or any successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

" *Additional Interest* " shall have the meaning set forth in *Section 2(d)* hereof.

" *Affiliate* " shall mean with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; for purposes of this definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or otherwise.

" *Broker-Dealer Representative* " means Goldman, Sachs & Co., Deutsche Bank Securities Inc. and Lehman Brothers Inc.

" *Closing Date* " shall have the meaning set forth in the Purchase Agreement.

" *Company* " shall have the meaning set forth in the preamble and shall also include the Company's successors and assigns.

" *Effectiveness Target Date* " shall have the meaning set forth in *Section 2(a)* hereof.

" *Exchange Date* " shall have the meaning set forth in *Section 2(a)(ii)* hereof.

" *Exchange Offer* " shall mean the exchange offer by the Issuer of Exchange Securities for Registrable Securities pursuant to *Section 2(a)* hereof.

" *Exchange Offer Registration* " shall mean a registration under the 1933 Act effected pursuant to *Section 2(a)* hereof.

" *Exchange Offer Registration Statement* " shall mean an exchange offer registration statement on Form S-4 (or, if applicable, on another appropriate form) and all amendments and supplements to

such registration statement, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

" *Exchange Period* " shall have the meaning set forth in Section 2(a) hereof.

" *Exchange Securities* " shall mean securities, issued by the Issuer under the Indenture containing terms identical to the Securities (except that the Exchange Securities will not contain restrictions on transfer and Additional Interest) and to be offered to Holders of Securities in exchange for Securities pursuant to the Exchange Offer.

" *Holder* " shall mean a holder of Registrable Securities, for so long as such holder owns any Registrable Securities, and each of such holder's successors, assigns and direct and indirect transferees who become registered owners of Registrable Securities under the Indenture or who become beneficial owners of Registrable Securities, so long as in the case of beneficial owners, such owners have so notified the Issuer in writing; *provided* that for purposes of Sections 4 and 5 of this Agreement, the term "Holder" shall include Participating Broker-Dealers.

" *Indenture* " shall mean the Indenture relating to the Securities dated as of October 15, 1999 between the Company (formerly known as U S WEST Communications, Inc.), as issuer, and J.P. Morgan Trust Company, National Association (as successor in interest to Bank One Trust Company, N.A.), as supplemented by a first supplemental indenture, dated as of August 19, 2004, between the Company and U.S. Bank National Association, as trustee, and a second supplemental indenture, to be entered into on the Closing Date, by the Company and U.S. Bank National Association, as trustee, establishing the terms of the Securities, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

" *Majority Holders* " shall mean the Holders of a majority of the aggregate principal amount of outstanding Registrable Securities; *provided* that whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Issuer or any of its Affiliates shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage or amount.

" *Participant* " shall have the meaning set forth in Section 5(a) hereof.

" *Participating Broker-Dealer* " shall have the meaning set forth in Section 4(a) hereof.

" *Person* " shall be construed broadly and shall include, without limitation, an individual, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

" *Prospectus* " shall mean the prospectus included in a Registration Statement, including any preliminary prospectus, and any such prospectus as amended or supplemented by any prospectus supplement, including a prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by a Shelf Registration Statement, and by all other amendments and supplements to such prospectus, and in each case including all material incorporated by reference therein.

" *Registrable Securities* " shall mean the Securities; *provided, however*, that the Securities shall cease to be Registrable Securities (i) when, in the case of a Holder of such Securities who was entitled to participate in the Exchange Offer, an Exchange Offer Registration Statement with respect to such Securities shall have been declared effective under the 1933 Act and either (a) such Securities shall have been exchanged pursuant to the Exchange Offer for Exchange Securities or (b) such Securities were not tendered by the Holder thereof in the Exchange Offer, (ii) when a Shelf Registration Statement with respect to such Securities shall have been declared effective under the 1933 Act and such Securities shall have been disposed of pursuant to such

Shelf Registration Statement, (iii) when such Securities have been sold to the public pursuant to Rule 144(k) (or any similar provision then in force, but not Rule 144A) under the 1933 Act or are eligible to be sold without restriction thereunder or (iv) when such Securities shall have ceased to be outstanding.

" *Registration Default* " shall have the meaning set forth in *Section 2(d)* hereof.

" *Registration Expenses* " shall mean any and all expenses incident to performance of or compliance by the Issuer with this Agreement, including, without limitation: (i) all SEC, New York Stock Exchange or National Association of Securities Dealers, Inc. registration and filing fees, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws (including reasonable fees and disbursements of one counsel for all underwriters or Holders as a group in connection with blue sky qualification of any of the Exchange Securities or Registrable Securities) within the United States (x) where the Holders are located, in the case of the Exchange Securities, or (y) as provided in *Section 3(d)* hereof, in the case of Registrable Securities to be sold by a Holder pursuant to a Shelf Registration Statement, (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, printing and distributing any Registration Statement, any Prospectus, any amendments or supplements thereto and other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees, (v) all fees and disbursements relating to the qualification of the Indenture under applicable securities laws, (vi) the fees and disbursements of the Trustee and its counsel, (vii) the fees and disbursements of counsel for the Issuer and, in the case of a Shelf Registration Statement, the fees and disbursements of one counsel for the Holders (which counsel shall be selected by the Majority Holders) and (viii) the fees and disbursements of the independent public accountants of the Issuer, including the expenses of any special audits, agreed-upon procedures or "cold comfort" letters required by or incident to such performance and compliance, but excluding fees and expenses of counsel to the underwriters (other than fees and expenses set forth in clause (ii) above) or the Holders and underwriting discounts and commissions and out-of-pocket expenses incurred by the Holders and transfer taxes, if any, relating to the sale or disposition of Registrable Securities by a Holder.

" *Registration Statement* " shall mean any registration statement of any Issuer that covers any of the Exchange Securities or Registrable Securities pursuant to the provisions of this Agreement and all amendments and supplements to any such Registration Statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

" *SEC* " shall mean the Securities and Exchange Commission.

" *Securities* " shall have the meaning set forth in the preamble.

" *Shelf Registration* " shall mean a registration effected pursuant to *Section 2(b)* hereof.

" *Shelf Registration Statement* " shall mean a "shelf" registration statement of the Issuer pursuant to the provisions of *Section 2(b)* of this Agreement which covers at effectiveness all of the Registrable Securities (other than Registrable Securities the Holders of which have not complied with its obligations under *Section 2(f)* of this Agreement or have elected not to have their Registrable Securities included in the Shelf Registration Statement) on an appropriate form under Rule 415 under the 1933 Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

" *TIA* " shall have the meaning set forth in *Section 3(l)* hereof.

" *Trustee* " shall mean the trustee with respect to the Securities under the Indenture.

" *Underwriters* " shall have the meaning set forth in *Section 3* hereof.

" *Underwritten Offering* " shall mean a registration in which Registrable Securities are sold to an Underwriter for reoffering to the public.

2. *Registration Under the 1933 Act* .

(a) To the extent not prohibited by any applicable law or applicable interpretation of the Staff of the SEC, the Issuer shall file an Exchange Offer Registration Statement covering the offer by the Issuer to the Holders to exchange all of the Registrable Securities for Exchange Securities in a like aggregate principal amount and to use its commercially reasonable efforts to cause the Exchange Offer Registration Statement to be declared effective by June 9, 2005 (the " *Effectiveness Target Date* ") and to have such Registration Statement remain effective until the closing of the Exchange Offer. The Issuer shall commence the Exchange Offer as promptly as practicable after the Exchange Offer Registration Statement has been declared effective by the SEC and use its commercially reasonable efforts to have the Exchange Offer consummated not later than 45 days after the earlier of the date on which the Exchange Offer Registration Statement is declared effective and the Effectiveness Target Date (such 45-day period being the " *Exchange Period* ").

The Issuer shall commence the Exchange Offer by mailing the related exchange offer Prospectus and accompanying documents to each Holder stating, in addition to such other disclosures as are required by applicable law:

(i) that the Exchange Offer is being made pursuant to this Registration Rights Agreement and that all Registrable Securities validly tendered will be accepted for exchange;

(ii) the date of acceptance for exchange (which shall be a period of at least 20 business days (or longer if required by applicable law) from the date such notice is mailed) (the " *Exchange Date* ");

(iii) that any Registrable Security not tendered by a Holder who was eligible to participate in the Exchange Offer will remain outstanding and continue to accrue interest, but will not retain any rights under this Registration Rights Agreement;

(iv) that Holders electing to have a Registrable Security exchanged pursuant to the Exchange Offer will be required to surrender such Registrable Security, together with the enclosed letters of transmittal, to the institution and at the address (located in the Borough of Manhattan, The City of New York) specified in the notice prior to the close of business on the Exchange Date; and

(v) that Holders will be entitled to withdraw their election, not later than the close of business, New York City time, on the Exchange Date, by sending to the institution and at the address (located in the Borough of Manhattan, The City of New York) specified in the notice a facsimile transmission or letter setting forth the name of such Holder, the principal amount of Registrable Securities delivered for exchange and a statement that such Holder is withdrawing his election to have such Securities exchanged.

As soon as practicable after the Exchange Date, the Issuer shall:

(vi) accept for exchange Registrable Securities or portions thereof validly tendered and not properly withdrawn pursuant to the Exchange Offer; and

(vii) deliver, or cause to be delivered, to the Trustee for cancellation all Registrable Securities or portions thereof so accepted for exchange by the Issuer and issue, and cause the Trustee to promptly authenticate and mail to each Holder, an Exchange Security equal in

principal amount to the principal amount of the Registrable Securities surrendered by such Holder; *provided* that, in the case of any Registrable Securities held in global form by a depositary, authentication and delivery to such depositary of one or more Exchange Securities in global form in an equivalent principal amount thereto for the account of such Holders in accordance with the Indenture shall satisfy such authentication and delivery requirement.

Each Holder (including, without limitation, each Participating Broker-Dealer (as defined)) who participates in the Exchange Offer will be required to represent to the Issuer, in writing (which may be contained in the applicable letter of transmittal) that: (1) any Exchange Securities acquired in exchange for Registrable Securities tendered are being acquired in the ordinary course of business of the Person receiving such Exchange Securities, whether or not such recipient is a Holder of Registrable Securities, (2) neither such Holder nor, to the actual knowledge of such Holder, any other Person receiving Exchange Securities from such Holder has an arrangement or understanding with any Person to participate in the distribution of the Exchange Securities in violation of the provisions of the 1933 Act, (3) the Holder is not an Affiliate of any Issuer or, if it is an Affiliate, it will comply with the registration and prospectus delivery requirements of the 1933 Act to the extent applicable, (4) if such Holder is not a Participating Broker-Dealer, that it has not engaged in, and does not intend to engage in, the distribution of Exchange Securities, (5) if such Holder is a Participating Broker-Dealer, such Holder acquired the Registrable Securities as a result of market-making activities or other trading activities, it will deliver a prospectus in connection with any resale of the Exchange Securities and that it will comply with the applicable provisions of the 1933 Act with respect to resale of any Exchange Securities and (6) such Holder has full power and authority to transfer the Registrable Securities in exchange for the Exchange Securities.

The Issuer shall comply with the applicable requirements of the 1933 Act, the 1934 Act and other applicable laws and regulations in connection with the Exchange Offer. The Exchange Offer shall not be subject to any conditions, other than (1) that the Exchange Offer does not violate applicable law or any applicable interpretation of the Staff of the SEC, (2) that no action or proceeding shall have been instituted or threatened in any court or by any governmental agency with respect to the Exchange Offer and no material adverse development shall have occurred with respect to the Issuer, (3) that all governmental approvals shall have been obtained that the Issuer deems necessary for the consummation of the Exchange Offer, (4) that the conditions precedent to the Issuer's obligations under this Agreement shall have been fulfilled and (5) such other conditions as shall be deemed necessary or appropriate by the Issuer in its reasonable judgment.

(b) In the event that (i) the Issuer determines that the Exchange Offer Registration provided for in *Section 2(a)* above is not available or may not be consummated as soon as practicable after the Exchange Date because it would violate applicable law or the applicable interpretations of the Staff of the SEC, (ii) the Exchange Offer Registration Statement is not declared effective by the Effectiveness Target Date, (iii) any Holder of Securities notifies the Issuer after the commencement of the Exchange Offer that due to a change in applicable law or SEC policy it is not entitled to participate in the Exchange Offer, or (iv) any Holder that participates in the Exchange Offer (and tenders its Registrable Securities prior to the expiration thereof), does not receive Exchange Securities on the date of the exchange that may be sold without restriction under state and federal securities laws (other than due solely to the status of such Holder as an Affiliate of the Issuer or as a Participating Broker-Dealer), the Issuer shall cause to be filed as soon as practicable a Shelf Registration Statement providing for the sale by the Holders of all of the Registrable Securities and shall use its commercially reasonable efforts to have such Shelf Registration Statement declared effective by the SEC. In the event the Issuer is required to file a Shelf Registration Statement solely as a result of the matters referred to in clause (iii) of the preceding sentence, the Issuer shall file and use its commercially reasonable efforts to have declared effective by the SEC both an Exchange Offer Registration Statement pursuant to

Section 2(a) with respect to all Registrable Securities and a Shelf Registration Statement (which may be a combined Registration Statement with the Exchange Offer Registration Statement) with respect to offers and sales of Registrable Securities held by such other Holders after completion of the Exchange Offer. The Issuer agrees, except as set forth herein, to use its commercially reasonable efforts to keep the Shelf Registration Statement continuously effective until the date that is two years after the Closing Date (or such shorter periods as may hereafter be referred to in Rule 144(k) under the 1933 Act (or similar successor rule)) with respect to the Registrable Securities or such shorter period that will terminate when all of the Registrable Securities covered by the Shelf Registration Statement have been sold pursuant to the Shelf Registration Statement. The Issuer further agrees to supplement or amend the Shelf Registration Statement if required by the rules, regulations or instructions applicable to the registration form used by the Issuer for such Shelf Registration Statement or by the 1933 Act or by any other rules and regulations thereunder for shelf registration or if reasonably requested by a Holder with respect to information relating to such Holder, and to use its commercially reasonable efforts to cause any such amendment to become effective and such Shelf Registration Statement to become usable as soon as thereafter practicable. The Issuer agrees to furnish to the Holders of Registrable Securities, upon request, copies of any such supplement or amendment promptly after its being used or filed with the SEC. Notwithstanding the foregoing, the Issuer shall not be required to file more than one post-effective amendment to the Shelf Registration Statement in any fiscal quarter, such timing to be determined in the reasonable discretion of the Issuer, to add one or more Holders to the "Selling Securityholders" table of the Shelf Registration Statement or to update any information in such table. Notwithstanding anything to the contrary contained herein, if the Exchange Offer is consummated after the Exchange Date, the Issuer's obligations arising as a result of clauses (ii) and (iii) above shall terminate.

(c) The Issuer shall pay all Registration Expenses in connection with the registration pursuant to *Section 2(a)* or *Section 2(b)*. Each Holder shall pay all underwriting discounts and commissions and transfer taxes, if any, relating to the registration of such Holder's Registrable Securities pursuant to the Exchange Offer Registration Statement or the Shelf Registration Statement.

(d) An Exchange Offer Registration Statement pursuant to *Section 2(a)* hereof or a Shelf Registration Statement pursuant to *Section 2(b)* hereof will not be deemed to have become effective unless it has been declared effective by the SEC; *provided, however*, that, if, after it has been declared effective, the offering of Registrable Securities pursuant to a Shelf Registration Statement is interfered with by any stop order, injunction or other order or requirement of the SEC or any other governmental agency or court, such Registration Statement will be deemed not to be effective during the period of such interference until the offering of Registrable Securities pursuant to such Registration Statement may legally resume. As provided for in the Indenture, the annual interest rate on the Securities will be increased (the "*Additional Interest*") under the following condition:

subject to *Sections 2(f)* and *2(g)* if (A) the Issuer has not exchanged Exchange Securities for all Securities validly tendered in accordance with the terms of the Exchange Offer on or prior to the end of the Exchange Period (and the Shelf Registration Statement has not been declared effective), (B) the Exchange Offer Registration Statement or, if applicable, the Shelf Registration Statement has not been declared effective by the SEC on or prior to the Effectiveness Target Date or (C) if applicable, the Shelf Registration Statement is filed and declared effective but shall thereafter cease to be effective or usable (1) as a result of an order suspending the effectiveness of the Shelf Registration Statement or otherwise, or (2) if related to the events or circumstances set forth in *Section 2(g)* below, for more than 60 days (whether or not consecutive) in any twelve month period) (each such event referred to in

clauses (A) through (C), a " *Registration Default* "), then Additional Interest shall accrue on the principal amount of the Registrable Securities at a rate of 0.25% per annum commencing (x) at the end of the Exchange Period, in the case of (A) above, (y) on the Effectiveness Target Date in the case of (B) above, or (z) on the day such Shelf Registration Statement ceases to be effective in the case of (C)(1) above or the 61st day the Prospectus ceases to be usable for resales in the case of (C)(2) above, and such Additional Interest rate shall continue to, but excluding, the earlier of (1) the date on which all Registration Defaults have been cured or (2) the date that is two years after the Closing Date (or such shorter period as may hereafter be referenced to in Rule 144(k) under the 1933 Act (or similar successor rule)) (it being understood and agreed that, notwithstanding any provision to the contrary, so long as any Securities not registered under an Exchange Offer Registration Statement by the Effectiveness Target Date or validly tendered on or prior to the end of the Exchange Period, (y) have been provided the opportunity to be tendered in an Exchange Offer that closes after the Exchange Period or (z) are then covered by an effective Shelf Registration Statement, no Additional Interest shall accrue on such Securities);

provided, however, that upon the exchange of Exchange Securities for all Securities tendered (in the case of clause (A) above), upon the effectiveness of the Shelf Registration Statement (in the case of clause (B) above) or upon the effectiveness of the Shelf Registration Statement which had ceased to remain effective (in the case of clause (C) above), Additional Interest on the Securities as a result of such clause (or the relevant subclause thereof), as the case may be, shall cease to accrue; *provided, further, however*, that in the case of clauses (B) and (C) above, it is expressly understood that Additional Interest should be payable only with respect to the Registrable Securities so requested to be registered pursuant to *Section 2(b)(iii)* hereof; and *provided, further, however*, that if a Registration Default under clause (C) above hereof occurs because of the filing of a post-effective amendment to such Registration Statement to incorporate annual audited financial information with respect to the Issuer or to add Holders to the "Selling Securityholders" table (or to update any information in such table) where such post-effective amendment is not yet effective and needs to be declared effective to permit Holders to use the related Prospectus, it is expressly understood that Additional Interest shall be payable only from and after the date such Registration Default continues for at least 30 days.

Notwithstanding the foregoing, (1) the amount of Additional Interest payable shall not increase because more than one Registration Default has occurred and is pending and (2) a Holder of Registrable Securities or Exchange Securities who is not entitled to the benefits of the Shelf Registration Statement (*i.e.* , such Holder has not elected to include information) shall not be entitled to Additional Interest with respect to a Registration Default that pertains to the Shelf Registration Statement.

(e) Without limiting the remedies available to the Holders, the Issuer acknowledges that any failure by the Issuer to comply with its obligations under *Section 2(a)* and *Section 2(b)* hereof may result in material irreparable injury to the Holders for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, any Holder may obtain such relief as may be required to specifically enforce the Issuer's obligations under *Section 2(a)* and *Section 2(b)* hereof.

(f) No Holder of Registrable Securities may include any of its Registrable Securities in any Shelf Registration unless and until such Holder furnishes to the Issuer, in writing within 15 days after receipt of a request therefor, the information with respect to such Holder specified in Regulation S-K under the 1933 Act and any other applicable rules, regulations or policies of the SEC for use in connection with any Shelf Registration or Prospectus included therein, on a form to be provided by the Issuer. Each selling Holder agrees to furnish promptly to the Issuer additional information to be disclosed so that the information previously furnished to the Issuer by such Holder does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. No

Holder of Registrable Securities shall be entitled to Additional Interest pursuant to *Section 2(d)* hereof unless and until such Holder shall have provided all such information.

(g) The Issuer may delay the filing or the effectiveness of an Exchange Offer Registration Statement or a Shelf Registration Statement for a period of up to 30 days during any 90 day period if (i) there occur material events or developments with respect to the Issuer that would need to be described in such Registration Statement or the related Prospectus, and the effectiveness of such Registration Statement is reasonably required to be suspended while such Registration Statement and related Prospectus are amended or supplemented to reflect such events or developments, (ii) there occur material events or developments with respect to the Issuer or any of its Affiliates, the disclosure of which the Issuer determines in good faith would have a material adverse effect on the business, operations or prospects of the Issuer, or (iii) the Issuer does not wish to disclose publicly a pending material business transaction that has not yet been publicly disclosed; *provided, however*, that any delay period with respect to Registration Defaults arising under this *Section 2(g)* will not alter the obligations of the Issuer to pay Additional Interest with respect to a Registration Default subject to the limitations and exceptions set forth in *Section 2(d)* above.

(h) Additional Interest due on the Securities pursuant to *Section 2(d)* hereof will be payable in cash semiannually in arrears on the same interest payment dates as the Securities, commencing with the first interest payment date occurring after any such Additional Interest commences to accrue.

3. *Registration Procedures* .

In connection with the obligations of the Issuer with respect to the Registration Statements pursuant to *Section 2(a)* and *Section 2(b)* hereof, the Issuer shall:

(a) prepare and file with the SEC a Registration Statement on the appropriate form under the 1933 Act, which form (x) shall be selected by the Issuer and (y) shall, in the case of a Shelf Registration, be available for the sale of the Registrable Securities by the selling Holders thereof and (z) shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the SEC to be filed therewith, and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective in accordance with *Section 2* hereof;

(b) prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period and, except for such periods as to which such action is not required pursuant to *Section 2(g)* hereof, cause each Prospectus to be supplemented by any prospectus supplement required by applicable law and, as so supplemented, to be filed pursuant to Rule 424 under the 1933 Act; to keep each Prospectus current during the period described under Section 4(3) and Rule 174 under the 1933 Act that is applicable to transactions by brokers or dealers with respect to the Registrable Securities or Exchange Securities;

(c) in the case of a Shelf Registration, furnish to each Holder of Registrable Securities, to counsel for the Holders and to each Underwriter of an Underwritten Offering of Registrable Securities, if any, without charge, as many copies of each Prospectus, including each preliminary Prospectus, and any amendment or supplement thereto and such other documents as such Holder or Underwriter may reasonably request, in order to facilitate the public sale or other disposition of the Registrable Securities; and, except for the periods set forth in *Section 2(g)* herein, the Issuer consents to the use of such Prospectus and any amendment or supplement thereto in accordance with applicable law by each of the selling Holders of Registrable Securities and any such Underwriters in connection with the offering and sale of the Registrable Securities covered by and

in the manner described in such Prospectus or any amendment or supplement thereto in accordance with applicable law;

(d) use its commercially reasonable efforts to register or qualify the Registrable Securities under all applicable state securities or "blue sky" laws of such jurisdictions as any Holder of Registrable Securities covered by a Registration Statement shall reasonably request in writing by the time the applicable Registration Statement is declared effective by the SEC, to cooperate with such Holders in connection with any filings required to be made with the New York Stock Exchange and the National Association of Securities Dealers, Inc. and do any and all other acts and things which may be reasonably necessary or advisable to enable such Holder to consummate the disposition in each such jurisdiction of such Registrable Securities owned by such Holder; *provided, however*, that the Issuer shall not be required to (i) qualify as a foreign corporation or as a dealer in securities in any jurisdiction where it would not otherwise be required to qualify but for this *Section 3(d)*, (ii) file any general consent to service of process or (iii) subject itself to taxation in any such jurisdiction if it is not so subject;

(e) in the case of a Shelf Registration, notify each Holder of Registrable Securities and counsel for the Holders promptly and, if requested by any such Holder or counsel, confirm such advice in writing (i) when a Registration Statement has become effective and when any post-effective amendment thereto has been filed and becomes effective, (ii) of any request by the SEC or any state securities authority for amendments and supplements to a Registration Statement and Prospectus or for additional information after the Registration Statement has become effective, (iii) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, (iv) if, between the effective date of a Registration Statement and the closing of any sale of Registrable Securities covered thereby, the representations and warranties of the Issuer contained in any underwriting agreement, securities sales agreement or other similar agreement, if any, relating to the offering cease to be true and correct in all material respects or if the Issuer receives any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose, (v) of the happening of any event during the period a Shelf Registration Statement is effective which makes any statement made in such Registration Statement or the related Prospectus untrue in any material respect or which requires the making of any changes in such Registration Statement or Prospectus in order to make the statements therein not misleading and (vi) of any determination by the Issuer that a post-effective amendment to a Registration Statement (other than an amendment that does nothing more substantive than add one or more Holders to the "Selling Securityholders" table of such Registration Statement or to update any information set forth in such table) would be appropriate except, in the case of clauses (iv), (v) and (vi), with respect to any event, development or transaction permitted to be kept confidential under *Section 2(g)* hereof, the Issuer shall not be required to describe such event, development or transaction in the written notice provided;

(f) make commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement as promptly as practicable and provide reasonably prompt notice to each Holder of the withdrawal of any such order;

(g) in the case of a Shelf Registration, furnish to each Holder of Registrable Securities, without charge, at least one conformed copy of each Registration Statement and any post-effective amendment thereto (without documents incorporated therein by reference or exhibits thereto, unless requested);

(h) in the case of a Shelf Registration, cooperate with the selling Holders of Registrable Securities to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends and enable such Registrable Securities to be in such denominations (consistent with the provisions of the Indenture) and registered in such names as the selling Holders may reasonably request at least one business day prior to the closing of any sale of Registrable Securities;

(i) in the case of a Shelf Registration, upon the occurrence of any event contemplated by *Section 3(e)(v)* hereof, as promptly as practicable prepare and file with the SEC a supplement or post-effective amendment to a Registration Statement or the related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities, such Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; the Issuer agrees to notify the Holders to suspend use of the Prospectus as promptly as practicable after the occurrence of such an event, and the Holders hereby agree to suspend use of the Prospectus until the Issuer has amended or supplemented the Prospectus to correct such misstatement or omission and expressly agree to maintain the information contained in such notice confidential (except that such information may be disclosed to its counsel) until it has been publicly disclosed by the Issuer; notwithstanding the foregoing, the Issuer shall not be required to amend or supplement a Registration Statement, any related Prospectus or any document incorporated or deemed to be incorporated therein by reference if (i) an event occurs and is continuing as a result of which the Shelf Registration, any related Prospectus or any document incorporated or deemed to be incorporated therein by reference, would, in the Issuer's good faith judgment, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading (with respect to such a Prospectus only, in the light of the circumstances under which they were made), and (ii) (a) the Issuer determines in its good faith judgment that the disclosure of such event at such time would have a material adverse effect on the business, operations or prospects of the Issuer, or (b) the disclosure otherwise relates to a pending material business transaction that has not yet been publicly disclosed;

(j) in the case of a Shelf Registration Statement, a reasonable time prior to the filing of any Registration Statement, any Prospectus, any amendment to a Registration Statement or amendment or supplement to a Prospectus, provide copies of such document to, the Holders and their counsel and make such of the representatives of the Issuer as shall be reasonably requested by the Holders or their counsel available for discussion of such document, and shall not at any time file or make any amendment to the Registration Statement, any Prospectus or any amendment of or supplement to a Registration Statement or a Prospectus, of which the Holders and their counsel shall not have previously been advised and furnished a copy or to which the Holders or their counsel shall reasonably object on a timely basis, except for any Registration Statement or amendment thereto or related Prospectus or supplement thereto (a copy of which has been previously furnished as provided in the preceding sentence) which counsel to the Issuer has advised the Issuer in writing is required to be filed in order to comply with applicable law; *provided, however*, that the foregoing procedures shall be coordinated on behalf of the Holders by a representative designated by the majority in aggregate principal amount of the Holders selling Registrable Securities;

(k) obtain a CUSIP number for all Exchange Securities or Registrable Securities, as the case may be, not later than the effective date of a Registration Statement;

(l) cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended (the "TIA"), in connection with the registration of the Exchange Securities or Registrable

Securities, as the case may be, cooperate with the Trustee and the Holders to effect such changes to the Indenture as may be required for the Indenture to be so qualified in accordance with the terms of the TIA and execute, and use its commercially reasonable efforts to cause the Trustee to execute, all documents as may be required to effect such changes and all other forms and documents required to be filed with the SEC to enable the Indenture to be so qualified in a timely manner;

(m) in the case of an Underwritten Offering pursuant to a Shelf Registration, make available for inspection upon written request by a representative of the Holders of the Registrable Securities, any Underwriter participating in any disposition pursuant to such Shelf Registration Statement, and attorneys and accountants designated by the Holders, at reasonable times and in a reasonable manner, all pertinent financial and other records, pertinent documents and properties of the Issuer as shall be reasonably necessary to enable them to exercise any applicable due diligence responsibilities, and cause the respective officers, directors and employees of the Issuer to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with their due diligence responsibilities under a Shelf Registration Statement; *provided* that records and information that the Issuer determines in good faith to be confidential and so notifies such representative, Underwriter, attorney or accountant are confidential shall not be disclosed to any such representative, Underwriter, attorney or accountant unless (i) the disclosure of such information is necessary to avoid or correct a material misstatement or material omission in an effective Registration Statement or Prospectus, (ii) the release of such information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction or (iii) the information has been made generally available to the public other than by any of such persons or an Affiliate of any such persons, *provided* that if any such information has been disclosed to any such representative, Underwriter, attorney or accountant, prior notice shall be provided as soon as practicable to the Issuer of the potential disclosure of any information by such person under the circumstances described in clause (i) or (ii) of this sentence in order to permit the Issuer to obtain a protective order; *provided further*, that if such records and information are determined to be confidential, the Issuer shall (a) provide summaries of such information to counsel for such Underwriter or (b) provide other means as reasonably requested by the Underwriter to enable such Underwriter to satisfy its due diligence requirements without compromising the confidentiality of such information;

(n) if reasonably requested by any Holder of Registrable Securities covered by a Registration Statement, (i) subject to *Section 2(b)* of this Agreement, promptly incorporate in a Prospectus supplement or post-effective amendment such information with respect to such Holder as such Holder reasonably requests to be included therein and (ii) subject to *Section 2(b)* of this Agreement, make all required filings of such Prospectus supplement or such post-effective amendment as soon as the Issuer has received notification of the matters to be incorporated in such filing; and

(o) in the case of an Underwritten Offering pursuant to a Shelf Registration, enter into such customary agreements and take all such other actions in connection therewith (including those requested by the Holders of a majority of the Registrable Securities being sold) in order to expedite or facilitate the disposition of such Registrable Securities and in such connection, (i) to the extent possible, make such representations and warranties to any Underwriters of such Registrable Securities with respect to the business of the Issuer and its subsidiaries, the Registration Statement, Prospectus and documents incorporated by reference or deemed incorporated by reference, if any, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings and confirm the same in writing if and when requested, (ii) obtain opinions of counsel to the Issuer (which counsel and opinions, in form, scope and substance, shall be reasonably satisfactory to such Underwriters and their respective

counsel) addressed to each Underwriter of Registrable Securities, covering the matters customarily covered in opinions requested in underwritten offerings, (iii) obtain "cold comfort" letters from the independent certified public accountants of the Issuer (and, if necessary, any other certified public accountant of any subsidiary of the Issuer, or of any business acquired by the Issuer for which financial statements and financial data are or are required to be included in the Registration Statement) addressed to each Underwriter of Registrable Securities, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings, (iv) if an underwriting agreement is entered into, include in such underwriting agreement indemnification provisions and procedures no less favorable to the selling Holders and underwriters, if any, than those set forth in *Section 5* hereof (or such other provisions and procedures acceptable to Holders of a majority in aggregate principal amount of Registrable Securities covered by such Registration Statement and the underwriters (if any)), and (v) deliver such documents and certificates as may be reasonably requested by the Underwriters, and which are customarily delivered in underwritten offerings, to evidence the continued validity of the representations and warranties of the Issuer made pursuant to clause (i) above and to evidence compliance with any customary conditions contained in an underwriting agreement.

In the case of a Shelf Registration Statement, the Issuer may require each Holder of Registrable Securities to furnish to the Issuer such information regarding the Holder and the proposed distribution by such Holder of such Registrable Securities as the Issuer may from time to time reasonably request in writing. The Issuer may exclude from such registration the Registrable Securities of any seller so long as such seller fails to furnish such information within a reasonable time after receiving such request. Each seller as to which any Shelf Registration is being effected agrees to furnish promptly to the Issuer all information required to be disclosed in order to make the information previously furnished to the Issuer by such seller not materially misleading.

In the case of a Shelf Registration Statement or if Participating Broker-Dealers who have notified the Issuer that they will be utilizing the Prospectus contained in the Exchange Offer Registration Statement as provided in this *Section 3(o)* are seeking to sell Exchange Securities and are required to deliver Prospectuses, each Holder agrees that, upon receipt of any notice from the Issuer of the happening of any event of the kind described in *Section 3(e)(v)* hereof, such Holder will forthwith discontinue disposition of Registrable Securities pursuant to a Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by *Section 3(i)* hereof, and, if so directed by the Issuer, such Holder will deliver to the Issuer (at its expense) all copies in its possession, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice. If the Issuer shall give any such notice to suspend the disposition of Registrable Securities pursuant to a Registration Statement, the Issuer shall extend the period during which the Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from and including the date of the giving of such notice to and including the date when the Holders shall have received copies of the supplemented or amended Prospectus necessary to resume such dispositions.

The Holders of Registrable Securities covered by a Shelf Registration Statement who desire to do so may sell such Registrable Securities in an Underwritten Offering. In any such Underwritten Offering, the investment banker or investment bankers and manager or managers (the "*Underwriters*") that will administer the offering will be selected by the Majority Holders of the Registrable Securities included in such offering.

4. *Participation of Broker-Dealers in Exchange Offer .*

(a) The Staff of the SEC has taken the position that any broker-dealer that receives Exchange Securities for its own account in the Exchange Offer in exchange for Securities that were acquired by such broker-dealer as a result of market-making or other trading activities (a " *Participating Broker-Dealer* "), may be deemed to be an "underwriter" within the meaning of the 1933 Act and must deliver a prospectus meeting the requirements of the 1933 Act in connection with any resale of such Exchange Securities.

The Issuer understands that it is the Staff's position that if the Prospectus contained in the Exchange Offer Registration Statement includes a plan of distribution containing a statement to the above effect and the means by which Participating Broker-Dealers may resell the Exchange Securities, without naming the Participating Broker-Dealers or specifying the amount of Exchange Securities owned by them, such Prospectus may be delivered by Participating Broker-Dealers to satisfy their prospectus delivery obligation under the 1933 Act in connection with resales of Exchange Securities for their own accounts, so long as the Prospectus otherwise meets the requirements of the 1933 Act.

(b) In light of the above, notwithstanding the other provisions of this Agreement, the Issuer agrees that the provisions of this Agreement as they relate to a Shelf Registration shall also apply to an Exchange Offer Registration to the extent, and with such reasonable modifications thereto as may be, reasonably requested by one or more Participating Broker-Dealers as provided in clause (ii) below, in order to expedite or facilitate the disposition of any Exchange Securities by Participating Broker-Dealers consistent with the positions of the Staff recited in *Section 4(a)* above; *provided that*:

(i) the Issuer shall not be required to keep the Exchange Offer Registration Statement effective, as would otherwise be contemplated by *Section 2(b)* for a period exceeding 90 days after the date on which such Exchange Offer Registration Statement is declared effective (as such period may be extended pursuant to the penultimate paragraph of *Section 3* of this Agreement as applied to such Exchange Offer Registration Statement);

(ii) the Issuer shall not be required to amend or supplement the Prospectus contained in the Exchange Offer Registration Statement, as would otherwise be contemplated by *Section 3(i)* , for a period exceeding 90 days after the date on which such Exchange Offer Registration Statement is declared effective (as such period may be extended pursuant to the penultimate paragraph of *Section 3* of this Agreement as applied to such Exchange Offer Registration Statement) and Participating Broker-Dealers shall not be authorized by the Issuer to deliver and shall not deliver such Prospectus after such period in connection with the resales contemplated by this *Section 4* ; and

(iii) the application of the Shelf Registration procedures set forth in *Section 3* of this Agreement to an Exchange Offer Registration, to the extent not required by the positions of the Staff of the SEC or the 1933 Act and the rules and regulations thereunder, will be in conformity with the reasonable request in writing to the Issuer by one or more broker-dealers who certify to the Issuer in writing that they anticipate that they will be Participating Broker-Dealers; and *provided , further ,* that, in connection with such application of the Shelf Registration procedures set forth in *Section 3* to an Exchange Offer Registration, the Issuer shall be obligated (x) to deal only with the Broker-Dealer Representatives and (y) to pay the fees and expenses of only one counsel representing the Participating Broker-Dealers.

5. *Indemnification and Contribution .*

(a) The Issuer hereby agrees to indemnify and hold harmless each Holder of Registrable Securities and each Participating Broker-Dealer selling Exchange Securities during the applicable

period, and each Person, if any, who controls such Person or its affiliates within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act (each, a " *Participant* ") from and against any and all losses, claims, damages, liabilities or expenses (whether direct or indirect, in contract, tort or otherwise) whatsoever, as incurred (including the cost of any investigation or preparation) arising out of or based upon:

(i) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement (or any amendment thereto) or Prospectus (as amended or supplemented if the Issuer shall have furnished any amendments or supplements thereto) or any preliminary prospectus; or

(ii) the omission or alleged omission to state, in any Registration Statement (or any amendment thereto) or Prospectus (as amended or supplemented if the Issuer shall have furnished any amendments or supplements thereto) or any preliminary prospectus or any other document or any amendment or supplement thereto, a material fact or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

provided , however , the Issuer will not be liable in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in any Registration Statement (or any amendment thereto) or Prospectus (as amended or supplemented if the Issuer shall have furnished any amendments or supplements thereto) or any preliminary prospectus or any amendment or supplement thereto of a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, if in any case such statement or omission relates to such Participant and was made in reliance upon and in conformity with information furnished in writing to the Issuer by such Participant expressly for use therein. The indemnity provided for in this *Section 5* will be in addition to any liability that the Issuer may otherwise have to the indemnified parties. The Issuer shall not be liable under this *Section 5* for any settlement of any claim or action effected without its prior written consent, which shall not be unreasonably withheld. No Participant shall, without the prior written consent of the Issuer, effect any settlement or compromise of any pending or threatened proceeding in respect of which the Issuer is or could have been a party, or indemnity could have been sought hereunder by the Issuer, unless such settlement (A) includes an unconditional release of the Issuer, from all liability in any way related to or arising out of such litigation or proceeding and (B) does not impose any actual or potential liability or any other obligation upon the Issuer and does not contain any factual or legal admission of fault, culpability or a failure to act by or with respect to the Issuer.

Each Participant, severally and not jointly, agrees to hold the Issuer harmless and to indemnify the Issuer (including any of its respective affiliated companies and any director, officer, agent or employee of the Issuer or any such affiliated company) and any director, officer, or other person controlling (within the meaning of Section 15 of the 1933 Act or Section 20(a) of the 1934 Act) the Issuer (including any of the Issuer's affiliated companies) from and against any and all losses, claims, damages, liabilities or expenses (whether direct or indirect, in contract, tort or otherwise) whatsoever, as incurred (including the cost of any investigation and preparation) arising out of or based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus, any amendment or supplement thereto, or any preliminary prospectus, or (ii) the omission or the alleged omission to state therein a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission relates to such Participant and was made in reliance upon and in conformity with information furnished in writing by such Participant, expressly for use therein. The indemnity provided for in this *Section 5* will be in

addition to any liability that the Participants may otherwise have to the indemnified parties. The Participants shall not be liable under this *Section 5* for any settlement of any claim or action effected without their consent, which shall not be unreasonably withheld. The Issuer shall not, without the prior written consent of such Participant, effect any settlement or compromise of any pending or threatened proceeding in respect of which such Participant is or could have been a party, or indemnity could have been sought hereunder by such Participant, unless such settlement (A) includes an unconditional release of such Participant, from all liability in any way related to or arising out of such litigation or proceeding and (B) does not impose any actual or potential liability or any other obligation upon any such Participant and does not contain any factual or legal admission of fault, culpability or a failure to act by or with respect to any such Participant.

If a claim is made against any indemnified party as to which such indemnified party may seek indemnity under this *Section 5*, such indemnified person shall notify the indemnifying party promptly after any written assertion of such claim threatening to institute an action or proceeding with respect thereto and shall notify the indemnifying party promptly of any action commenced against such indemnified party within a reasonable time after such indemnified party shall have been served with a summons or other first legal process giving information as to the nature and basis of the claim. Failure to so notify the indemnifying party shall not, however, relieve the indemnifying party from any liability which it may have on account of the indemnity under this *Section 5*, except to the extent such failure results in the forfeiture by the indemnifying party of material rights and defenses. The indemnifying party shall have the right to assume the defense of any such litigation or proceeding, including the engagement of counsel reasonably satisfactory to the indemnified party. In any such litigation or proceeding the defense of which the indemnifying party shall have so assumed, any indemnified party shall have the right to participate in such litigation or proceeding and to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party shall have failed promptly to assume the defense thereof and employ counsel as provided above, or (ii) counsel to the indemnified party reasonably determines that representation of such indemnified party by the indemnifying party's counsel would present the indemnifying party's counsel with a conflict of interest. It is understood that the indemnifying party shall not, in connection with any litigation or proceeding or related litigation or proceeding in the same jurisdiction, be liable under this Agreement for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such separate firm shall be designated by the indemnified party.

To the extent the indemnity provided for in the foregoing paragraphs of this *Section 5* is for any reason held unenforceable although otherwise applicable in accordance with its terms with respect to an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then the indemnifying party agrees to contribute to the amount paid or payable by such indemnified person as a result of such losses, claims, damages, liabilities or expenses (i) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party, on the one hand, and by such indemnified party, on the other, from the offering of the Securities or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in the foregoing clause (i), but also the relative fault of the indemnifying party, on the one hand, and of such indemnified party, on the other, in connection with the statements, actions or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Issuer, on the one hand, and by such Participant, on the other, shall be deemed in the same proportion as the total proceeds from the offering (before deducting expenses) of the Securities received by the Issuer bear to the total net profit received by such Participant in connection with the sale of the Securities. Relative fault shall be determined by reference to, among other things, whether any

alleged untrue statement or omission or any other alleged conduct relates to information provided by the Issuer or other conduct by the Issuer (or its employees or other agents), on the one hand, or by such Participants, on the other hand.

The parties agree that it would not be equitable if the amount of such contribution were determined by pro rata or per capita allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the first sentence of the previous paragraph. Notwithstanding any other provision of the previous paragraph, no Participant shall be obligated to make contributions hereunder that in the aggregate exceed the total net profit received by such Participant in connection with the sale of the Securities, less the aggregate amount of any damages that such Participant has otherwise been required to pay by reason of the untrue or alleged untrue statements or the omissions or alleged omissions to state a material fact, and no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph (d), each person, if any, who controls a Participant within the meaning of Section 15 of 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Participants, and each director of the Issuer, each officer of the Issuer and each person, if any, who controls the Issuer within the meaning of Section 15 of 1933 Act or Section 20 of the 1934 Act, shall have the same rights to contribution as the Issuer.

6. Miscellaneous .

(a) *No Inconsistent Agreements* . The Issuer has not entered into, and on or after the date of this Agreement will not enter into, any agreement which is inconsistent with the rights granted to the Holders of Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Issuer's other issued and outstanding securities under any such agreements.

(b) *Amendments and Waivers* . The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless the Issuer has obtained the written consent of Holders of at least a majority in aggregate principal amount of the outstanding Registrable Securities affected by such amendment, modification, supplement, waiver or consent; *provided, however*, that no amendment, modification, supplement, waiver or consent to any departure from the provisions of *Section 5* hereof shall be effective as against any Holder of Registrable Securities unless consented to in writing by such Holder. Notwithstanding the foregoing sentence, (i) a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders of Registrable Securities whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect, impair, limit or compromise the rights of other Holders of Registrable Securities may be given by Holders of at least a majority in aggregate principal amount of Registrable Securities being sold pursuant to such Registration Statement, (ii) this Agreement may be amended, without the consent of any Holder of Registrable Securities, by written agreement signed by the Issuer and the Initial Purchasers, to cure any ambiguity, correct or supplement any provision of this Agreement that may be inconsistent with any other provision of this Agreement or to make any other provisions with respect to matters or questions arising under this Agreement which shall not be inconsistent with other provisions of this Agreement, (iii) this Agreement may be amended, modified or supplemented, and waivers and consents to departures from the provisions hereof may be given, by written agreement signed by the Issuer and the Initial Purchasers to the extent that any such amendment, modification, supplement, waiver or consent is, in their reasonable judgment, necessary or appropriate to comply with applicable law (including any interpretation of the Staff of the SEC) or any change therein and (iv) to the extent any provision of this Agreement relates to

an Initial Purchaser, such provision may be amended, modified or supplemented, and waivers or consents to departures from such provisions may be given, by written agreement signed by such Initial Purchaser and the Issuer.

(c) *Notices* . All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telex, telecopier, or any courier guaranteeing overnight delivery (i) if to a Holder, at the most current address given by such Holder to the Issuer by means of a notice given in accordance with the provisions of this *Section 6(c)* ; (ii) if to the Issuer, initially at the Issuer's address set forth in the Indenture and thereafter at such other address, notice of which is given in accordance with the provisions of this *Section 6(c)* ; and (iii) if to the Trustee, initially at the Trustee's address set forth in the Indenture and thereafter at such other address, notice of which is given in accordance with the provisions of this *Section 6(c)* .

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five business days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt is acknowledged, if telecopied; and on the next business day if timely delivered to an air courier guaranteeing overnight delivery.

Copies of all such notices, demands, or other communications shall be concurrently delivered by the Person giving the same to the Trustee, at the address specified in the Indenture.

(d) *Successors and Assigns* . This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of each of the parties, including, without limitation and without the need for an express assignment, subsequent Holders; *provided* that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Indenture. If any transferee of any Holder shall acquire Registrable Securities, in any manner, whether by operation of law or otherwise, such Registrable Securities shall be held subject to all of the terms of this Agreement, and by taking and holding such Registrable Securities such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof. The Trustee (in its capacity as Trustee under the Indenture or acting on behalf of the Holders pursuant to this Agreement) shall have no liability or obligation to either (i) the Issuer with respect to any failure by a Holder to comply with, or any breach by any Holder of, any of the obligations of such Holder under this Agreement or (ii) any Holder with respect to any failure by the Issuer to comply with, or any breach by the Issuer of, any of the obligations of the Issuer under this Agreement.

(e) *Entire Agreement* . This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes and replaces all other prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof.

(f) *Third Party Beneficiary* . The Holders shall be third party beneficiaries to the agreements made hereunder between the Issuer, on the one hand, and the Initial Purchasers, on the other hand, and shall have the right to enforce such agreements directly to the extent it deems such enforcement necessary or advisable to protect its rights or the rights of Holders hereunder.

(g) *Counterparts* . This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) *Headings* . The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) *Governing Law* . The internal laws of the State of New York shall govern the enforceability and validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto without giving effect to conflicts of laws, rules or principles.

(j) *Severability* . In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

QWEST CORPORATION

By: /s/ JANET K. COOPER

Name: Janet K. Cooper

Title: Senior Vice President—Finance and Treasury

GOLDMAN, SACHS & CO.
LEHMAN BROTHERS INC.
DEUTSCHE BANK SECURITIES INC.
BANC OF AMERICA SECURITIES LLC
CREDIT SUISSE FIRST BOSTON LLC
WACHOVIA CAPITAL MARKETS, LLC
BNY CAPITAL MARKETS, INC.
CITIGROUP GLOBAL MARKETS INC.
GREENWICH CAPITAL MARKETS, INC.

By: /s/ GOLDMAN, SACHS & CO.

(Goldman, Sachs & Co.)

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[Exhibit 10.2](#)

[REGISTRATION RIGHTS AGREEMENT](#)

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