

QWEST CORP

FORM S-4

(Securities Registration: Business Combination)

Filed 10/11/2000

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CIK	0000068622
Fiscal Year	12/31

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM S-4
**REGISTRATION STATEMENT
UNDER THE
SECURITIES ACT OF 1933**

QWEST CORPORATION
(Exact name of registrant as specified in its charter)

COLORADO
(State or Other Jurisdiction of
Incorporation or Organization)

4811
(Primary Standard Industrial
Classification Code Number)

84-0273800
(I.R.S. Employee Identification
Number)

**1801 CALIFORNIA STREET, SUITE 3800
DENVER, COLORADO 80202**
(303) 992-1400

(Address, Including Zip Code, and Telephone Number, Including Area Code, of
Registrant's Principal Executive Offices)

ROBERT S. WOODRUFF
EXECUTIVE VICE-PRESIDENT FINANCE & CHIEF FINANCIAL OFFICER
QWEST CORPORATION
1801 CALIFORNIA STREET, SUITE 3800
DENVER, COLORADO 80202
(303) 992-1400

(Name, Address, Including Zip Code, and Telephone Number of Agent for Service)

COPIES TO:

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Approximate Date of Commencement of Proposed Sale to the Public:

AS SOON AS PRACTICABLE AFTER THIS REGISTRATION STATEMENT BECOMES EFFECTIVE.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. //

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. //

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER UNIT	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (1)	AMOUNT OF REGISTRATION FEE (1)
7 5/8% Notes due 2003.....	\$1,000,000,000	100%	\$1,000,000,000	\$264,000

(1) Estimated solely for the purpose of determining the registration fee in accordance with Rule 457(f) of the Securities Act of 1933, as amended.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT THAT SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

SUBJECT TO COMPLETION, DATED OCTOBER , 2000 THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. WE MAY NOT SELL THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IT IS NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

PROSPECTUS

[LOGO]

QWEST CORPORATION
(formerly U S WEST Communications, Inc.)

**OFFER TO EXCHANGE ALL OF OUR OUTSTANDING
\$1,000,000,000 AGGREGATE PRINCIPAL AMOUNT OF 7 5/8% NOTES DUE JUNE 9, 2003
FOR
\$1,000,000,000 AGGREGATE PRINCIPAL AMOUNT OF 7 5/8% NOTES DUE JUNE 9, 2003
THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933**

We hereby offer, upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal (which together constitute the "exchange offer"), to exchange up to \$1,000,000,000 aggregate principal amount of our new 7 5/8% Notes due June 9, 2003 (the "new 7 5/8% Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of our outstanding 7 5/8% Notes due June 9, 2003 (the "old 7 5/8% Notes," and collectively with the new 7 5/8% Notes, the "7 5/8% Notes"), which have not been so registered. The terms of the new 7 5/8% Notes are identical in all material respects to the old 7 5/8% Notes, except for the absence of certain transfer restrictions relating to the old 7 5/8% Notes. The new 7 5/8% Notes will evidence the same indebtedness as the old 7 5/8% Notes, and will be issued pursuant to, and entitled to the benefits of, the same Indenture that governs the old 7 5/8% Notes.

We will accept for exchange any and all old 7 5/8% Notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on unless extended. The exchange offer is not conditioned upon any principal amount of the old 7 5/8% Notes being tendered for exchange pursuant to the exchange offer. The exchange offer is subject to certain other customary conditions. See "The Exchange Offer--Conditions of the Exchange Offer." We will not receive any proceeds from the exchange offer.

Neither our direct parent corporation, Qwest Services Corporation, nor our ultimate parent corporation, Qwest Communications International Inc. ("QCI"), will be guaranteeing the payment of principal, premium, if any, or interest on the 7 5/8% Notes.

YOU SHOULD CAREFULLY REVIEW THE RISK FACTORS ON PAGE 7 OF THIS PROSPECTUS.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is , 2000.

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FORWARD-LOOKING INFORMATION MAY PROVE INACCURATE

This prospectus contains or incorporates by reference financial projections, synergy estimates and other "forward-looking statements" as that term is used in federal securities laws about our financial condition, results of operations and business. These statements include, among others:

- statements concerning the benefits that we expect will result from our business activities and certain transactions we have completed, such as increased revenues, decreased expenses and avoided expenses and expenditures; and
- statements of our expectations, beliefs, future plans and strategies, anticipated developments and other matters that are not historical facts.

These statements may be made expressly in this prospectus, or may be incorporated by reference to other documents filed with the Securities and Exchange Commission (the "SEC" or the "Commission"). You can find many of these statements by looking for words such as "believes," "expects," "anticipates," "estimates," or similar expressions used in this prospectus or incorporated by reference in this prospectus.

These forward-looking statements are subject to numerous assumptions, risks and uncertainties that may cause our actual results to be materially different from any future results expressed or implied by us in those statements. The risks and uncertainties include those risks, uncertainties and risk factors identified, among other places, under "Risk Factors" and under "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the documents incorporated by reference in this prospectus.

The most important facts that could prevent us from achieving our stated goals include the following:

- intense competition in the local exchange, intraLATA (Local Access and Transport Areas) toll, wireless and data markets;
- changes in demand for our products and services;
- dependence on new product development and 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;
- rapid and significant changes in technology and markets;
- higher than anticipated employee levels, capital expenditures and operating expenses;
- adverse changes in the regulatory or legislative environment impacting the competitive environment and service pricing in the local exchange market and affecting QCI's business and delays in the ability to begin interLATA long-distance services in our 14 state region; and
- failure to achieve the projected synergies and financial results expected to result from the merger of U S WEST, Inc., our former parent corporation ("Old U S WEST"), with and into QCI on June 30, 2000 (the "Merger"), on a timely basis or at all, and difficulties in combining the operations of QCI and Old U S WEST, which could affect our revenues, levels of expenses and operating results.

To the extent that this prospectus contains forward-looking information regarding QCI, please see the forward-looking information safe harbor statements contained in documents QCI has filed with the SEC.

Because the statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by the forward-looking statements. We caution you not to place undue

reliance on the statements, which speak only as of the date of this prospectus or, in the case of documents incorporated by reference, the date of the document.

The cautionary statements contained or referred to in this section 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 do not undertake any 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 of this prospectus or to reflect the occurrence of unanticipated events.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, and other information with the SEC. You may read and copy any document we file at the SEC's public reference rooms at 450 Fifth Street, N.W., Washington, D.C., 20549, and in New York, New York, and Chicago, Illinois. For further information on the public reference rooms, please call the SEC at 1-800-SEC-0330. Our SEC filings are also available to the public from the SEC's web site at <http://www.sec.gov>.

The SEC allows us to "incorporate by reference" into this prospectus certain information that we file with the SEC, which means that we can disclose important information to you by referring to that information in this prospectus. Information incorporated by reference is considered a part of this prospectus, and later information filed with the SEC will automatically update and supersede previous information. We incorporate by reference the documents listed below and any future filings (including filings made after the date on which the registration statement was initially filed with the SEC and before the registration statement becomes effective) made by us with the SEC under Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"):

- Our Annual Report on Form 10-K for the year ended December 31, 1999;
- Our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2000 and June 30, 2000; and
- Our Current Reports on Form 8-K filed February 11, 2000, May 1, 2000 and May 1, 2000.

You may obtain a copy of these filings, at no cost, by writing or telephoning us at:

Corporate Secretary Qwest Corporation 1801 California Street, Suite 3800 Denver, Colorado 80202 (303) 992-1400

If you would like to request documents from us, please do so by , 2000 to receive them before the exchange offer expires.

Documents that QCI has filed with the SEC are available to the public from the SEC's web site at <http://www.sec.gov>.

You should rely only on the information in this prospectus or incorporated by reference in this prospectus. We have not authorized anyone to provide you with different information. We are not making any offer of these debt securities in any state where the offer is not permitted. You should not assume that the information contained in this prospectus is accurate as of any date other than the date on the front page of this prospectus.

PROSPECTUS SUMMARY

WHO WE ARE

Qwest Corporation (formerly U S WEST Communications, Inc.) (the "Company" or "Qwest," which may be referred to as "we," "us," or "our") is a wholly owned subsidiary of Qwest Services Corporation, which is a wholly owned subsidiary of QCI. We are a Colorado corporation and our principal executive offices are located at 1801 California Street, Denver, Colorado 80202, Suite 3800, telephone number (303) 992-1400.

We provide communications services to more than 25 million residential and business customers in the 14 state region (the "Region") comprised of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. We are organized on the basis of our products and services and operate in three segments: retail services, wholesale services and network services. For additional information, please refer to the documents we have incorporated by reference. See "WHERE YOU CAN FIND MORE INFORMATION."

THE EXCHANGE OFFER

On June 9, 2000, we issued \$1,000,000,000 aggregate principal amount of 7 5/8% Notes due 2003 to certain initial purchasers in a transaction exempt from the registration requirements of the Securities Act. The terms of the new 7 5/8% Notes due 2003 and the old 7 5/8% Notes are substantially identical in all material respects, except that the new 7 5/8% Notes will be freely transferable by the holders, except as otherwise provided in this prospectus.

We are offering to exchange each \$1,000 principal amount of new 7 5/8% Notes (together with the old 7 5/8% Notes, the "7 5/8% Notes") for each \$1,000 principal amount of old 7 5/8% Notes.

Based upon existing interpretations of the Securities Act by the Staff of the SEC as set forth in several no-action letters to third parties, we believe that the new 7 5/8% Notes issued in the exchange offer may be offered for resale or resold by holders without having to comply with the registration and prospectus delivery requirements of the Securities Act, provided that:

- the new 7 5/8% Notes are acquired in the ordinary course of the holders' business and the holders have no arrangement with any person to engage in a distribution of new 7 5/8% Notes; and
- the holders are not "affiliates" of us or broker-dealers who purchased old 7 5/8% Notes directly from us to resell under Rule 144A or any other available exemption under the Securities Act.

Each holder, other than a broker-dealer, must represent that it is not an affiliate of us, is acquiring the new 7 5/8% Notes in the ordinary course of its business, is not engaged in and does not intend to engage in a distribution of the new 7 5/8% Notes and has no arrangement to participate in a distribution of new 7 5/8% Notes. Each broker-dealer that receives new 7 5/8% Notes for its own account in the exchange offer must acknowledge that it will comply with the prospectus delivery requirements of the Securities Act in connection with any resale of the new 7 5/8% Notes. Broker-dealers who acquired old 7 5/8% Notes directly from us and not as a result of market-making activities or other trading activities may not participate in the exchange offer and must comply with the prospectus delivery requirements of the Securities Act in order to resell the old 7 5/8% Notes.

We do not intend to seek our own no-action letter from the Staff of the SEC, and there can be no assurance that the Staff would make a similar determination with respect to the new 7 5/8% Notes as it has in the no-action letters to third parties referred to above.

Expiration Date.....	The exchange offer will expire at 5:00 p.m., New York City time, on , 2000, or a later date and time to which we extend it (the "expiration date").
Withdrawal.....	The tender of the old 7 5/8% Notes in the exchange offer may be withdrawn at any time before 5:00 p.m., New York City time, on , 2000, or a later date and time to which we extend the offer.
Interest On The New 7 5/8% Notes And The Old 7 5/8% Notes.....	Interest on the new 7 5/8% Notes will accrue from the date of the original issuance of the old 7 5/8% Notes or from the date of the last periodic payment of interest on the old 7 5/8% Notes, whichever is later. No additional interest will be paid on the old 7 5/8% Notes tendered and accepted for exchange. However, old 7 5/8% Notes that are not tendered or accepted for exchange will continue to accrue interest.
Procedures For Tendering Old 7 5/8% Notes.....	To accept the exchange offer, you must complete, sign and date a copy of the letter of transmittal and mail or otherwise deliver it, together with the old 7 5/8% Notes and any other required documentation, to the exchange agent at the address set forth in this prospectus. Persons holding the old 7 5/8% Notes through the Depository Trust Company and wishing to accept the exchange offer must do so under the Depository Trust Company's automated tender offer program. Under this program, each tendering participant will agree to be bound by the letter of transmittal.
Exchange Agent.....	Our exchange agent is Bank One Trust Company, National Association.
Federal Income Tax Considerations.....	In the opinion of our counsel, the exchange of old 7 5/8% Notes for new 7 5/8% Notes in the exchange offer will not be a taxable exchange for United States federal income tax purposes.
Effect Of Not Tendering.....	Old 7 5/8% Notes that are not tendered or that are tendered but not accepted will continue to be subject to the existing restrictions on transfer. We will have no further obligation to register the old 7 5/8% Notes under the Securities Act.

THE NEW 7 5/8% NOTES

Some of the terms and conditions described below are subject to important limitations and exceptions. The "DESCRIPTION OF NEW 7 5/8% NOTES" section of this prospectus beginning on page 16 contains a more detailed description of the terms and conditions of the new 7 5/8% Notes.

Issuer.....	Qwest Corporation (formerly U S WEST Communications, Inc.), a Colorado corporation.
Securities Offered.....	\$1,000,000,000 principal amount of new 7 5/8% Notes due 2003.
Maturity.....	June 9, 2003.
Interest Rate.....	7 5/8% per annum, calculated using a 360-day year of twelve 30 day months.
Interest Payment Dates.....	Interest on the 7 5/8% Notes is payable semi-annually in arrears commencing December 9, 2000 and each June 9 and December 9 thereafter until maturity.
Ranking.....	The new 7 5/8% Notes will rank equally with all of our other unsecured and unsubordinated indebtedness. As of September 30, 2000, we had approximately \$7.334 billion of debt outstanding. QCI will not be guaranteeing the payment of principal, premium, if any, or interest on the 7 5/8% Notes.
Optional Redemption.....	We can redeem the 7 5/8% Notes at any time at a redemption price determined as described under "DESCRIPTION OF NEW 7 5/8% NOTES--OPTIONAL REDEMPTION" on page .

RISK FACTORS

We urge you to carefully review the risk factors on page 7 for a discussion of factors you should consider before exchanging your old 7 5/8% Notes for new 7 5/8% Notes.

SELECTED FINANCIAL DATA
(DOLLARS IN MILLIONS)

The following table sets forth our selected historical financial information. The selected historical financial data below should be read in conjunction with our consolidated financial statements and notes thereto, included in our Form 10-K for the year ended December 31, 1999 and Form 10-Qs for the quarters ended March 31, 2000 and June 30, 2000. See "WHERE YOU CAN FIND MORE INFORMATION."

The selected historical financial data at December 31, 1999, 1998, 1997 and 1996 and for each of the four years ended December 31, 1999, have been derived from our consolidated financial statements, which have been audited by Arthur Andersen LLP, independent public accountants. The selected historical financial data at December 31, 1995 and for the year ended December 31, 1995, has been derived from our consolidated financial statements, which have been audited by PricewaterhouseCoopers LLP, independent accountants. See "EXPERTS." The selected historical financial data as of June 30, 2000 and for the six months ended June 30, 2000 are derived from our unaudited consolidated financial statements, and, in the opinion of management, contain all adjustments (consisting of only normal recurring adjustments) necessary to present fully our financial position at June 30, 2000 and results of operations for the six months ended June 30, 2000. Results for the six months ended June 30, 2000 are not necessarily indicative of results for the full year.

	AS OF AND FOR THE YEAR ENDED DECEMBER 31,					AS OF AND FOR THE SIX MONTHS ENDED JUNE 30,	
	1995	1996	1997	1998	1999	1999	2000
STATEMENT OF INCOME DATA:							
Operating revenues.....	\$ 9,284	\$ 9,831	\$10,083	\$10,871	\$11,464	\$ 5,630	\$ 5,973
Operating income(1).....	2,225	2,400	2,336	2,618	2,960	1,429	1,598
Interest expense.....	386	414	374	386	403	187	244
Net earnings(2).....	1,121	1,267	1,252	1,335	1,562	756	830
BALANCE SHEET DATA:							
Total assets.....	16,350	16,632	17,008	17,578	19,978	18,335	21,618
Total debt.....	6,406	6,209	5,516	5,943	7,092	6,312	8,771
Total equity.....	3,746	4,060	4,400	4,463	4,720	4,462	4,507
OPERATING DATA:							
EBIDTA(3).....	4,247	4,501	4,439	4,756	5,253	2,571	2,739
Capital expenditures.....	2,714	2,779	2,605	2,797	4,027	1,627	2,588
Ratio of earnings to fixed charges(4).....	4.86	4.95	5.33	5.55	5.91	5.99	5.11
Telephone network access lines in service (thousands).....	14,795	15,424	16,033	16,601	17,009	17,078	16,816
Billed access minutes of use (millions)							
Interstate.....	47,801	52,039	55,362	58,927	61,854	31,642	30,831
Intrastate.....	9,504	10,451	11,729	12,366	13,022	6,951	6,370
Telephone company employees..	47,934	45,427	43,749	46,310	46,352	47,044	49,403
Telephone company employees per ten thousand access lines.....	32.4	29.5	27.3	27.9	27.3	28.0	28.9

(1) Operating income for the six months ended June 30, 2000 includes merger-related expenses of \$120. Operating income for 1998 includes separation cost from MediaOne Group, Inc. of \$94 and an asset impairment charge of \$35. 1997 operating income includes a \$225 regulatory charge

related primarily to a rate reduction order in the State of Washington. 1996 operating income includes the current effects of \$24 from adopting Statement of Financial Accounting Standards ("SFAS") No. 121.

(2) Net earnings for the six months ended June 30, 2000 include merger-related expenses of \$73. Net earnings for 1998 and fiscal 1998 includes separation cost from MediaOne Group, Inc. of \$68 and an asset impairment charge of \$21. 1997 net earnings include a \$152 regulatory charge related primarily to a rate reduction order in the State of Washington, a gain of \$48 on the sales of certain rural telephone exchanges, and a gain of \$32 on the sale of our investment in Bell Communications Research, Inc. 1996 net earnings include a gain of \$36 on the sales of certain rural telephone exchanges and the cumulative and current effects of \$34 and \$15, respectively, from adopting SFAS No. 121. 1995 net earnings include a gain of \$85 on the sales of certain rural telephone exchanges, an extraordinary charge of \$8 for early extinguishment of debt and \$8 for costs associated with the November 1995 recapitalization.

(3) Earnings before interest, taxes, depreciation, amortization, and other ("EBITDA"). We consider EBITDA an important indicator of the operational strength and performance of our business. EBITDA, however, should not be considered as an alternative to operating or net income as an indicator of the performance of our business or as an alternative to cash flows from operating activities as a measure of liquidity, in each case determined in accordance with generally accepted accounting principles.

(4) See "RATIO OF EARNINGS TO FIXED CHARGES" on page 16.

RISK FACTORS

You should carefully consider the following discussion of risks, and the other information included or incorporated by reference in this prospectus in evaluating us and our business before participating in the exchange offer:

RISK FACTORS RELATED TO THE EXCHANGE

Holders of old 7 5/8% Notes who do not exchange their old 7 5/8% Notes for new 7 5/8% Notes will continue to be subject to the restrictions on transfer of the old 7 5/8% Notes, as set forth in the legends on the old 7 5/8% Notes. The old 7 5/8% Notes may not be offered or sold unless they are registered under the Securities Act or are exempt from registration. See "THE EXCHANGE OFFER."

RISKS ASSOCIATED WITH QCI/OLD U S WEST MERGER

Our parent company expects that the Merger will result in certain benefits on a combined basis, including operating efficiencies, cost savings, synergies and other benefits. Achieving the benefits of the Merger on a combined basis may adversely impact us. An efficient integration of the businesses on a combined basis will require considerable effort. Our senior management, which following the Merger is the same as for our parent company, will be diverted to achieving these combined benefits. Both difficulties encountered in the transition and integration process, and decisions made for the benefit of the combined entities, could have a material adverse effect on our revenues, levels of expenses and operating results. No assurance can be given that QCI will succeed in integrating in a timely manner or without encountering significant difficulties or that the expected operating efficiencies, cost savings, synergies and other benefits from the integration will be realized, and if realized on a combined basis, will benefit us on a separate basis. There can be no assurance that the integration efforts will not have a material adverse effect on our ability to compete or will not materially affect our ability to service our debt.

CREDIT RATINGS

In June, 2000, Moody's Investors Services, Inc., Standard & Poor's Ratings Services and Fitch Investor Services, Inc. announced their updated credit ratings for us, post-Merger. All ratings are stable and are not currently under review.

The current credit ratings for our senior unsecured indebtedness are as follows:

MOODY'S
INVESTORS SERVICES, INC.

A2

STANDARD & POOR'S
RATING SERVICES

BBB+

FITCH
INVESTOR SERVICES, INC.

A

OTHER RISKS

We may decide to accelerate the deployment of additional services and/or advanced new services to customers, such as broadband data and wireless, which would require substantial expenditure of financial and other resources. Such acceleration could have a material adverse effect on our financial condition or results of operations.

QWEST CORPORATION

We provide communications services to more than 25 million residential and business customers in the Region. We are organized on the basis of our products and services and operate in three segments: retail services, wholesale services and network services.

We are incorporated under the laws of the State of Colorado and have our principal offices at 1801 California Street, Denver, Colorado 80202, Suite 3800, telephone number (303) 992-1400. We are a wholly owned subsidiary of Qwest Services Corporation, which is a wholly owned subsidiary of QCI.

THE EXCHANGE OFFER

PURPOSE OF THE EXCHANGE OFFER

We originally issued and sold the old 7 5/8% Notes on June 9, 2003 in an offering exempt from registration under the Securities Act in reliance upon the exemptions provided by the Securities Act. Accordingly, the old 7 5/8% Notes may not be transferred in the United States unless registered or unless an exemption from the registration requirements of the Securities Act and applicable state securities laws is available.

As a condition to the sale of the old 7 5/8% Notes, we and the initial purchasers of the old 7 5/8% Notes (the "initial purchasers") entered into a registration rights agreement dated as of June 5, 2000 (the "Registration Rights Agreement"). In the Registration Rights Agreement, we agreed that we would use our reasonable best efforts to:

- file with the SEC a registration statement under the Securities Act with respect to the new 7 5/8% Notes within 150 calendar days of June 9, 2000 (or by November 6, 2000);
- cause a registration statement to be declared effective under the Securities Act within 180 calendar days after June 9, 2000 (or by December 6, 2000);
- keep the exchange offer open for not less than 30 calendar days (or longer if required by applicable law) after the date that notice of the exchange offer is mailed to the holders of the old 7 5/8% Notes; and
- consummate the exchange offer within 225 calendar days of June 9, 2000 (or by January 20, 2001).

We have filed a copy of the Registration Rights Agreement as an exhibit to the registration statement of which this prospectus is a part. The registration statement satisfies certain of our obligations under the Registration Rights Agreement.

TERMS OF THE EXCHANGE OFFER; PERIOD FOR TENDERING OLD 7 5/8% NOTES

This prospectus and the accompanying letter of transmittal together make up the exchange offer. On the terms and subject to the conditions set forth in this prospectus and the letter of transmittal, we will accept for exchange any old 7 5/8% Notes that are properly tendered on or before the expiration date unless they are withdrawn as permitted below. We will issue \$1,000 principal amount of new 7 5/8% Notes in exchange for each \$1,000 principal amount at maturity of outstanding old 7 5/8% Notes surrendered in the exchange offer. Holders of the old 7 5/8% Notes may tender some or all of their old 7 5/8% Notes. Old 7 5/8% Notes, however, may be exchanged only in integral multiples of \$1,000. The form and terms of the new 7 5/8% Notes are the same as the form and terms of the old 7 5/8% Notes except that the exchange will be registered under the Securities Act and the new 7 5/8% Notes will not bear legends restricting their transfer.

The new 7 5/8% Notes will evidence the same debt as the old 7 5/8% Notes and will be issued under the same indenture.

The exchange offer is not conditioned upon any minimum principal amount of old 7 5/8% Notes being tendered. As of the date of this prospectus, an aggregate of \$1,000,000,000 in principal amount at maturity of the old 7 5/8% Notes is outstanding. This prospectus is first being sent on or about , 2000, to all holders of old 7 5/8% Notes known to us.

Holders of the old 7 5/8% Notes do not have any appraisal or dissenters' rights under the indenture in connection with the exchange offer.

We may, at any time or from time to time, extend the period of time during which the exchange offer is open and delay acceptance for exchange of any old 7 5/8% Notes, by giving written notice of the extension to the holders as described below. During the extension, all old 7 5/8% Notes previously tendered will remain subject to the exchange offer and may be accepted for exchange by us. Any old 7 5/8% Notes not accepted for exchange for any reason will be returned without expense to the tendering holder as promptly as practicable after the expiration of the exchange offer.

We reserve the right to amend or terminate the exchange offer if any of the conditions of the exchange offer are not met. The conditions of the exchange offer are specified below under "--Conditions of the Exchange Offer." We will give written notice of any extension, amendment, nonacceptance or termination to the holders of the old 7 5/8% Notes as promptly as practicable. Any extension to be issued by means of a press release or other public announcement will be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

PROCEDURES FOR TENDERING OLD 7 5/8% NOTES

The tender of old 7 5/8% Notes by a holder as set forth below and the acceptance by us will create a binding agreement between the tendering holder and us upon the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal. Except as set forth below, a holder who wishes to tender old 7 5/8% Notes for exchange must send a completed and signed letter of transmittal, including all other documents required by the letter of transmittal, to the exchange agent at one of the addresses set forth below under "--Exchange Agent" on or before the expiration date. In addition, either:

- the exchange agent must receive before the expiration date certificates for the old 7 5/8% Notes along with the letter of transmittal;

- the exchange agent must receive confirmation before the expiration date of a book-entry transfer of the old 7 5/8% Notes into the exchange agent's account at The Depository Trust Company ("DTC") as described below; or
- the holder must comply with the guaranteed delivery procedures described below.

The method of delivery of old 7 5/8% Notes, letters of transmittal and all other required documents, including delivery through DTC, is at the election and risk of the holders. If the delivery is by mail, we recommend that holders use registered mail, properly insured, with return receipt requested. In all cases, holders should allow sufficient time to assure timely delivery. Holders should not send letters of transmittal or old 7 5/8% Notes to us.

Some beneficial ownership of old 7 5/8% Notes may be registered in the name of a broker, dealer, commercial bank, trustee or other nominee. If one of those beneficial owners wishes to tender, the beneficial owner should contact the registered holder of the old 7 5/8% Notes promptly and instruct the registered holder to tender on the beneficial owner's behalf. If one of those beneficial owners wishes to tender on its own behalf, then before completing and signing the letter of transmittal and delivering its old 7 5/8% Notes, the beneficial owner must either register ownership of the old 7 5/8% Notes in the beneficial owner's name or obtain a properly completed power of attorney from the registered holder of old 7 5/8% Notes. The transfer of record ownership may take considerable time. If the letter of transmittal is signed by a person other than the registered holder of the old 7 5/8% Notes, the old 7 5/8% Notes must be endorsed or accompanied by appropriate powers of attorney. In either case, the letter of transmittal must be signed exactly as the name of the registered holder appears on the old 7 5/8% Notes.

Signatures on a letter of transmittal or a notice of withdrawal must be guaranteed unless the old 7 5/8% Notes surrendered for exchange are tendered:

- by a registered holder of the old 7 5/8% Notes who has not completed the box entitled "SPECIAL REGISTRATION INSTRUCTIONS" or "SPECIAL DELIVERY INSTRUCTIONS" on the letter of transmittal; or
- for the account of a firm or other entity identified in Rule 17Ad-15 under the Exchange Act as an eligible guarantor institution. Eligible guarantor institutions include:
 - a member of a registered national securities exchange; or
 - a member of the National Association of Securities Dealers, Inc.; or
 - a commercial bank or trust company having an office or correspondent in the United States.

If signatures on a letter of transmittal or a notice of withdrawal are required to be guaranteed, the guarantees must be by an eligible guarantor institution.

If old 7 5/8% Notes are registered in the name of a person other than a signer of the letter of transmittal, the old 7 5/8% Notes surrendered for exchange must be endorsed by the registered holder with the signature guaranteed by an eligible guarantor institution. Alternatively, the old 7 5/8% Notes may be accompanied by a written assignment, signed by the registered holder with the signature guaranteed by an eligible guarantor institution.

All questions as to the validity, form, eligibility, time of receipt and acceptance of old 7 5/8% Notes tendered for exchange will be determined by us in our sole discretion, and our determination will be final and binding. We reserve the absolute right to reject any tenders of any old 7 5/8% Notes not properly tendered or any old 7 5/8% Notes whose acceptance might, in our judgment or the judgment of our counsel, be unlawful. We also reserve the absolute right to waive any defects or irregularities or conditions of the exchange offer as to any old 7 5/8% Notes either before or after the expiration date. The interpretation of the terms and conditions of the exchange offer as to any old 7 5/8% Notes either before or after the expiration date by us will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of old 7 5/8% Notes for exchange must be cured within a reasonable period of time as we will determine. Neither we, the exchange agent nor any other person will be under any duty to give notification of any defect or irregularity with respect to any tender of old 7 5/8% Notes for exchange. Any old 7 5/8% Notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the exchange agent to the tendering holders, unless otherwise provided in the letter of transmittal, as soon as practicable.

If the letter of transmittal or any old 7 5/8% Notes or powers of attorney are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, those persons should so indicate when signing. Unless waived by us, those persons must submit proper evidence satisfactory to us of their authority to act.

By tendering, each holder will represent to us:

- that it is not an "affiliate," as defined in Rule 405 of the Securities Act, of us, or if it is an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
- that it is not a broker-dealer tendering Registrable Securities (as defined in the Registration Rights Agreement described herein) acquired directly from us;
- that it is acquiring the new 7 5/8% Notes in the ordinary course of its business; and
- at the time of the closing of the exchange offer it has no arrangement or understanding to participate in the distribution, within the meaning of the Securities Act, of the new 7 5/8% Notes.

If the holder is a broker-dealer that will receive new 7 5/8% Notes for its own account in exchange for old 7 5/8% Notes that were acquired as a result of market-making activities or other trading activities, the holder may be deemed to be an "underwriter" within the meaning of the Securities Act. Such holder will be required to acknowledge in the letter of transmittal that it will deliver a prospectus in connection with any resale of the new 7 5/8% Notes. However, by so acknowledging and by delivering a prospectus, the holder will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

ACCEPTANCE OF OLD 7 5/8% NOTES FOR EXCHANGE; DELIVERY OF NEW 7 5/8% NOTES

Upon satisfaction or waiver of all of the conditions to the exchange offer, we will accept, promptly after the expiration date, all old 7 5/8% Notes properly tendered and will issue the new 7 5/8% Notes promptly after acceptance of the old 7 5/8% Notes. See "--Conditions of the Exchange Offer" below. We will be deemed to have accepted properly tendered old 7 5/8% Notes for exchange when we have given oral or written notice to the exchange agent.

For each old 7 5/8% Note validly tendered to us, the holder of the old 7 5/8% Note will receive a new 7 5/8% Note having a principal amount equal to the principal amount of the tendered old 7 5/8% Note. The new 7 5/8% Notes will bear interest at the same rate and on the same terms as the old 7 5/8% Notes. Consequently, interest on the new 7 5/8% Notes will accrue at a rate of 7 5/8% per annum and will be

payable semiannually in arrears on December 9, 2000, and each June 9 and December 9 thereafter until maturity. Interest on each new 7 5/8% Note will accrue from the last interest payment date on which interest was paid on the surrendered old 7 5/8% Note or, if no interest has been paid on such old 7 5/8% Note, from the date of the original issuance thereof.

The issuance of new 7 5/8% Notes for old 7 5/8% Notes that are accepted for exchange in the exchange offer will be made only after timely receipt by the exchange agent of certificates for the old 7 5/8% Notes or a timely book-entry confirmation of the old 7 5/8% Notes into the exchange agent's account at the book-entry transfer facility, a completed and signed letter of transmittal and all other required documents. If any tendered old 7 5/8% Notes are not accepted for any reason set forth in the terms and conditions of the exchange offer, or if old 7 5/8% Notes are submitted for a greater amount than the holder desires to exchange, the unaccepted or non-exchanged old 7 5/8% Notes will be returned without expense to the tendering holder as promptly as practicable after the exchange offer expires or terminates. In the case of old 7 5/8% Notes tendered by book-entry procedures described below, the non-exchanged old 7 5/8% Notes will be credited to an account maintained with the book-entry transfer facility.

CONDITIONS OF THE EXCHANGE OFFER

We will not be required to accept for exchange any old 7 5/8% Notes and may terminate or amend the exchange offer before the expiration date, if we determine that we are not permitted to effect the exchange offer because of:

- any changes in law, or applicable interpretations by the SEC; or
- any action or proceeding is instituted or threatened in any court or governmental agency with respect to the exchange offer.

If we determine that any of the conditions are not satisfied, we may refuse to accept any old 7 5/8% Notes and return all tendered old 7 5/8% Notes to the tendering holders or extend the exchange offer and retain all old 7 5/8% Notes tendered before the expiration date, subject to the rights of holders to withdraw such old 7 5/8% Notes or waive such unsatisfied conditions with respect to the exchange offer and accept all properly tendered old 7 5/8% Notes which have not been withdrawn. If such waiver or amendment constitutes a material change to the exchange offer, we will promptly disclose such waiver or amendment by means of a prospectus supplement that will be distributed to the registered holders of the old 7 5/8% Notes and we will extend the exchange offer to the extent required by Rule 14e-1 under the Exchange Act.

Holders may have certain rights and remedies against us under the Registration Rights Agreement if we fail to close the exchange offer, whether or not the conditions stated above occur. These conditions are not intended to modify those rights or remedies. See "REGISTRATION RIGHTS."

BOOK-ENTRY TRANSFER

The exchange agent will make a request to establish an account for the old 7 5/8% Notes at the book-entry transfer facility for the exchange offer within two business days after the date of this prospectus, and any financial institution that is a participant in the book-entry transfer facility's systems may make book-entry delivery of old 7 5/8% Notes by causing the book-entry transfer facility to transfer the old 7 5/8% Notes into the exchange agent's account at the book-entry transfer facility in accordance with the book-entry transfer facility's procedures for transfer. Although delivery of old 7 5/8% Notes may be effected through book-entry transfer at the book-entry transfer facility, the letter of transmittal or facsimile, or an agent's message, with any required signature guarantees and any other required documents, must be received by the exchange agent at one of the addresses set forth below under

--Exchange Agent" on or before the expiration date or the guaranteed delivery procedures described below must be complied with.

The term "agent's message" means a message, transmitted by DTC to the exchange agent and forming a part of a book-entry confirmation, that states that DTC has received an express acknowledgment from the tendering participant stating that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce the letter of transmittal against the participant.

GUARANTEED DELIVERY PROCEDURES

If a registered holder wishes to tender his old 7 5/8% Notes and the old 7 5/8% Notes are not immediately available, or time will not permit the holder's old 7 5/8% Notes or other required documents to reach the exchange agent before the expiration date, or the procedure for book-entry transfer cannot be completed on time, the old 7 5/8% Notes may nevertheless be exchanged if:

- the tender is made through an eligible guarantor institution;
- before the expiration date, the exchange agent has received from the eligible guarantor institution an agent's message with respect to guaranteed delivery or a completed and signed letter of transmittal, or a facsimile, and a notice of guaranteed delivery, substantially in the form provided by us. Delivery may be made by facsimile transmission, mail or hand delivery. The letter of transmittal and notice of guaranteed delivery must set forth the name and address of the holder of the old 7 5/8% Notes and the amount of the old 7 5/8% Notes being tendered, state that the tender is being made and guarantee that within five trading days on the New York Stock Exchange ("NYSE") after the date of signing of the notice of guaranteed delivery, the certificates for all physically tendered old 7 5/8% Notes, in proper form for transfer, or a book-entry confirmation, and any other documents required by the letter of transmittal, will be deposited by the eligible guarantor institution with the exchange agent; and
- the certificates for all physically tendered old 7 5/8% Notes, in proper form for transfer, or a book-entry confirmation and all other documents required by the letter of transmittal, are received by the exchange agent within five NYSE trading days after the date of signing the notice of guaranteed delivery.

WITHDRAWAL RIGHTS

Tenders of old 7 5/8% Notes may be withdrawn at any time before the close of business on the expiration date.

For a withdrawal to be effective, a written notice of withdrawal must be received by the exchange agent at one of the addresses set forth below under "--Exchange Agent." Notice may be sent by facsimile transmission, mail or hand delivery. Any notice of withdrawal must:

- specify the name of the person who tendered the old 7 5/8% Notes to be withdrawn;
- identify the old 7 5/8% Notes to be withdrawn, including the amount of the old 7 5/8% Notes;
- specify the name, in the case where certificates for old 7 5/8% Notes have been transmitted, in which the old 7 5/8% Notes are registered, if different from that of the withdrawing holder; and
- state that such holder of the old 7 5/8% Notes is withdrawing his election to have such old 7 5/8% Notes tendered.

If certificates for old 7 5/8% Notes have been delivered or otherwise identified to the exchange agent, then, before the release of the certificates the withdrawing holder must also submit the serial numbers of the particular certificates to be withdrawn and a signed notice of withdrawal with signatures

guaranteed by an eligible guarantor institution unless the holder is an eligible guarantor institution. If old 7 5/8% Notes have been tendered under the procedure for book-entry transfer described above, any notice of withdrawal must specify the name and number of the account at the book-entry transfer facility to be credited with the withdrawn old 7 5/8% Notes and otherwise comply with the procedures of the facility. We will determine all questions as to the validity, form, eligibility and time of receipt of the notices, and our determination will be final and binding on all parties. Any old 7 5/8% Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any old 7 5/8% Notes that have been tendered for exchange, but that are not exchanged for any reason, will be returned to the holder without cost to the holder as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. In the case of old 7 5/8% Notes tendered by book-entry transfer into the exchange agent's account at the book-entry transfer facility under the book-entry transfer procedures described above, the old 7 5/8% Notes will be credited to an account with the book-entry transfer facility specified by the holder. Properly withdrawn old 7 5/8% Notes may be re-tendered by following one of the procedures described under "--Procedures for Tendering Old 7 5/8% Notes" above at any time on or before the expiration date.

EXCHANGE AGENT

Bank One Trust Company, National Association has been appointed as the exchange agent for the exchange offer. All signed letters of transmittal should be directed to the exchange agent at the addresses set forth below. Questions and requests for assistance, requests for additional copies of this prospectus or of the letter of transmittal and requests for notices of guaranteed delivery should be directed to the exchange agent addressed as follows:

BY MAIL:

Bank One Trust Company, National Association

Attention: Exchanges
Global Corporate Trust Services
1 Bank One Plaza, Mail Suite IL 1-0122
Chicago, IL 60670-0122

or

Bank One Trust Company, National Association

Attention: Exchanges
Global Corporate Trust Services
14 Wall Street, 8th Floor
New York, NY 10005

BY HAND, OVERNIGHT MAIL OR COURIER:

Bank One Trust Company, National Association

Attention: Exchanges
Global Corporate Trust Services
One North State Street, 9th Floor
Chicago, IL 60602

or

Bank One Trust Company, National Association

Attention: Exchanges
Global Corporate Trust Services
14 Wall Street, 8th Floor
New York, NY 10005

FOR INFORMATION CALL:

(800) 524-9472

Fax: 312-407-8853

E-mail: bondholder@em.fcncd.com

Delivery of a letter of transmittal to an address other than as set forth above or transmission of instructions via facsimile other than as set forth above does not constitute a valid delivery of the letter of transmittal.

FEES AND EXPENSES

We will not make any payment to brokers, dealers or others soliciting acceptances of the exchange offer and holders who tender old 7 5/8% Notes will not be required to pay brokerage commissions or fees.

We will pay the expenses that will be incurred in connection with the exchange offer. We estimate the expenses will be approximately \$500,000.

ACCOUNTING TREATMENT

For accounting purposes, we will recognize no gain or loss as a result of the exchange offer. The expenses of the exchange offer will be amortized over the term of the new 7 5/8% Notes.

TRANSFER TAXES

Holders who instruct us to register new 7 5/8% Notes in the name of a person other than the registered tendering holder will be responsible for paying any applicable transfer tax, as will holders who request that old 7 5/8% Notes not tendered or not accepted in the exchange offer be returned to a person other than the registered tendering holder. In all other cases, no transfer taxes will be due.

REGULATORY MATTERS

We are not aware of any governmental or regulatory approvals that are required in order to complete the exchange offer.

CONSEQUENCES OF FAILURE TO EXCHANGE

Participation in the exchange offer is voluntary. Old 7 5/8% Notes that are not exchanged for new 7 5/8% Notes will remain outstanding, continue to accrue interest and will be restricted securities. Accordingly, those old 7 5/8% Notes may only be transferred:

- to a person who the seller reasonably believes is a qualified institutional buyer under Rule 144A under the Securities Act;
- in an offshore transaction under Rule 903 or Rule 904 of Regulation S under the Securities Act; or
- under Rule 144 under the Securities Act (if available);

and in accordance with all applicable securities laws of the states of the United States. Following the consummation of the exchange offer, we will have no further obligation to such holders to provide for registration under the Securities Act, except that under certain circumstances, we are required to file a shelf registration statement under the Securities Act. See "REGISTRATION RIGHTS."

PAYMENT OF ADDITIONAL INTEREST UPON REGISTRATION DEFAULTS

If we fail to meet our obligations to complete the exchange offer or file a shelf registration statement, additional interest will accrue on the 7 5/8% Notes. For additional information regarding payments of additional interest, please see "REGISTRATION RIGHTS."

USE OF PROCEEDS

We will not receive any proceeds from the issuance of the new 7 5/8% Notes or the closing of the exchange offer.

CAPITALIZATION OF QWEST CORPORATION

The following table sets forth, at June 30, 2000 our consolidated historical capitalization. The table should be read in conjunction with our historical financial statements and notes thereto included in the documents incorporated by reference herein. See "WHERE YOU CAN FIND MORE INFORMATION."

	AT JUNE 30, 2000

	(DOLLARS IN MILLIONS)
Short-term debt.....	\$ 2,328
	=====
Long-term debt.....	\$ 6,443
Total shareowner's equity(1).....	4,507

Total capitalization.....	\$10,950
	=====

(1) We have issued one share of common stock to our parent company, QCI.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for each of the periods indicated.

YEAR ENDED DECEMBER 31,					SIX MONTHS ENDED JUNE 30,	
-----	-----	-----	-----	-----	-----	-----
1995	1996	1997	1998	1999	1999	2000
-----	-----	-----	-----	-----	-----	-----
4.86	4.95	5.33	5.55	5.91	5.99	5.11

In determining these ratios, we have computed "earnings" by adding income before income taxes, extraordinary items and cumulative effect of change in accounting principle and fixed charges. "Fixed charges" consist of interest on indebtedness and the portion of rentals representative of the interest factor.

DESCRIPTION OF NEW 7 5/8% NOTES

GENERAL

The new 7 5/8% Notes will be issued as a separate series of debt securities ("Debt Securities") under an indenture dated as of October 15, 1999, as supplemented and amended from time to time (the "Indenture"), between us and Bank One Trust Company, National Association (the "Trustee"). The new 7 5/8% Notes and the old 7 5/8% Notes are considered together to be a single series for all purposes under the Indenture. The following summaries of the material provisions of the Indenture do not purport to be complete and are subject to and are qualified in their entirety by reference to all of the provisions of the Indenture, which provisions of the Indenture are incorporated herein by reference. Capitalized and other terms not otherwise defined herein will have the meanings given to them in the Indenture. You may obtain a copy of the Indenture from us upon request. See "WHERE YOU CAN FIND MORE INFORMATION."

The Indenture does not limit the aggregate principal amount of Debt Securities that may be issued under it and provides that Debt Securities may be issued from time to time in one or more series. As of the date of this prospectus, the principal amount of Debt Securities outstanding under the Indenture is \$6,590,000,000, including the old 7 5/8% Notes.

Since the new 7 5/8% Notes will not constitute a separate series of Debt Securities under the Indenture, holders of old 7 5/8% Notes who do not exchange such old 7 5/8% Notes for new 7 5/8% Notes

will vote together as a separate series of Debt Securities with holders of such new 7 5/8% Notes of that series for all relevant purposes under the Indenture. In that regard, the Indenture requires that certain actions by the holders under such old 7 5/8% Notes (including acceleration following an Event of Default) must be taken, and certain rights must be exercised, by specified minimum percentages of the aggregate principal amount of the outstanding notes of that series. In determining whether holders of the requisite percentage in principal amount of the notes of that series have given any notice, consent or waiver or taken any other action permitted under the Indenture, any old 7 5/8% Notes that remain outstanding after the exchange offer will be aggregated with the new 7 5/8% Notes and the holders of the old 7 5/8% Notes and the new 7 5/8% Notes will each vote together as a single series for all purposes. Accordingly, all references in this section will be deemed to mean, at any time after the exchange offer is consummated, the requisite percentage in aggregate principal amount of the old 7 5/8% Notes and the new 7 5/8% Notes.

The 7 5/8% Notes initially will be limited to \$1,000,000,000 aggregate principal amount. We may "reopen" any series of debt securities and issue additional securities of that series. The 7 5/8% Notes will be issued only in registered form, without coupons, in denominations of \$1,000 and integral multiples thereof. The 7 5/8% Notes are our unsecured obligations and rank equally with all of our other unsecured and unsubordinated indebtedness.

The 7 5/8% Notes will bear interest at the rate of 7 5/8% per annum from June 9, 2000, or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually in arrears on December 9, 2000, and each June 9 and December 9 thereafter until maturity (each, an "Interest Payment Date"), to the persons in whose names the 7 5/8% Notes are registered at the close of business on May 15 or November 15, as the case may be, immediately preceding such Interest Payment Date. Interest will be calculated on the basis of a 360-day year of twelve 30-day months. If any Interest Payment Date, maturity date or redemption date is a Legal Holiday in New York, New York, the required payment will be made on the next succeeding day that is not a Legal Holiday as if it were 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. "Legal Holiday" means a Saturday, a Sunday or a day on which banking institutions in The City of New York are not required to be open. The 7 5/8% Notes will mature and the principal amount will be payable on June 9, 2003. The 7 5/8% Notes will not have the benefit of any sinking fund.

The Trustee, through its corporate trust office in the Borough of Manhattan in The City of New York (in such capacity, the "Paying Agent") will act as our paying agent with respect to the 7 5/8% Notes. Payments of principal, premium, if any, and interest on the 7 5/8% Notes will be made by us through the Paying Agent to DTC. See "--Book-Entry Only; Delivery and Form."

The principal of, premium, if any, and interest on the 7 5/8% Notes will be payable in U.S. dollars or in such other coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. No service charge will be made for any registration of, transfer or exchange of 7 5/8% Notes, but we may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. The 7 5/8% Notes may be presented for registration of transfer or exchange at the office of the Paying Agent in the Borough of Manhattan in the City of New York, or at any other office or agency maintained by us or the Paying Agent for such purpose.

OPTIONAL REDEMPTION

The 7 5/8% Notes will be redeemable at our option, in whole at any time or in part from time to time, on at least 15 days but not more than 60 days prior written notice mailed to the registered holders thereof, at a redemption price equal to the greater of (i) 100% of the principal amount of the

7 5/8% 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 7 5/8% Notes to be redeemed and the remaining scheduled payments of interest thereon from the redemption date to June 9, 2003 (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 12.5 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 7 5/8% 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 are satisfied, then on and after such redemption date, interest will cease to accrue on such 7 5/8% 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.

"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 us.

"Reference Treasury Dealer" means each of Lehman Brothers Inc. and Merrill Lynch Government Securities Inc., and their successors; provided, however, that if any of the foregoing will cease to be a primary U.S. Government securities dealer in New York City (a "Primary Treasury Dealer"), we will substitute therefor another Primary Treasury 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.

We may at any time, and from time to time, purchase the 7 5/8% Notes at any price or prices in the open market or otherwise.

BOOK-ENTRY ONLY; DELIVERY AND FORM

The new 7 5/8% Notes will initially be issued in the form of global securities held in book-entry form. The new 7 5/8% Notes will be deposited with the Trustee as custodian for DTC and DTC or Cede & Co., as its nominee ("Nominee"), will initially be the sole registered holder of the new 7 5/8% Notes. Except as set forth below, a global security may not be transferred except as a whole by DTC to Nominee or by Nominee to DTC. Investors may elect to hold interests in the global securities directly through DTC (in the United States), Clearstream Banking Luxembourg ("Clearstream Luxembourg") or Morgan Guaranty Trust Company of New York, Brussels Office, as operator of the Euroclear System ("Euroclear"), as the case may be, if they are participants in such systems, or indirectly through organizations that are participants in such systems. Clearstream Luxembourg and Euroclear will hold interests on behalf of their participants through customers' securities accounts in Clearstream.

Luxembourg and Euroclear's names on the books of their respective depositaries, which are participants in DTC. Citibank N.A. will act as depositary for Clearstream Luxembourg and Chase Manhattan Bank New York will act as depositary for Euroclear (in such capacities, the "U.S. Depositaries").

When a global security is issued, DTC or its nominee will credit, on its internal system, the accounts of persons holding through it with the principal amounts of the individual beneficial interest represented by the global security purchased by those persons in the offering of the new 7 5/8% Notes. The accounts were initially designated by the initial purchasers of the old 7 5/8% Notes with respect to old 7 5/8% Notes sold by the initial purchasers.

Only participants that have accounts with DTC or persons that hold interests through participants can own beneficial interests in a global security. Ownership of beneficial interests by participants in a global security will be shown on records maintained by DTC or its nominee for the global security, and that ownership interest will be transferred only through those records. Ownership of beneficial interests in the global security by persons that hold through participants will be shown on records maintained by the participant, and the transfer of that ownership interest within the participant will occur only through the participant's records.

The laws of some jurisdictions require that certain purchasers of securities take physical delivery of the securities in definitive form. Those limits and laws may make it more difficult to transfer beneficial interests in a global security. We will make payments on the new 7 5/8% Notes represented by any global security to DTC or its nominee as the sole registered owner and the sole holder of the new 7 5/8% Notes represented by the global security. Neither we nor the Trustee, any agent of ours or the initial purchasers will have any responsibility for any aspect of DTC's reports relating to beneficial ownership interests in a global security representing any new 7 5/8% Notes or for reviewing any of DTC's records relating to the beneficial ownership interests. DTC has advised us that upon receipt of any payment on any global security, DTC will immediately credit, on its book-entry registration and transfer system, the accounts of participants with payments in amounts proportionate to their beneficial interests in the principal or face amount of the global security. Payments of interest and principal of global securities held through Clearstream Luxembourg or Euroclear will be credited to the cash accounts of Clearstream Luxembourg participants or Euroclear participants, as the case may be, in accordance with the relevant system's rules and procedures. We expect that payments by participants to owners of beneficial interests in a global security held through those participants will be governed by standing instructions and customary practices as is now the case with securities held for customer accounts registered in "street name" and will be the sole responsibility of the participants subject to any statutory or regulatory requirements as may be in effect from time to time.

So long as DTC or its nominee is the registered owner of the global security, DTC or its nominee will be considered the sole owner or holder of the new 7 5/8% Notes represented by the global security for the purposes of receiving payment on the new 7 5/8% Notes, receiving notices and for all other purposes under the Indenture and the new 7 5/8% Notes. Except as provided above, owners of beneficial interests in a global security will not be entitled to receive physical delivery of certificated new 7 5/8% Notes and will not be considered the holders of the global security for any purposes under the Indenture. Accordingly, each person owning a beneficial interest in a global security must rely on the procedures of DTC and, if the person is not a participant, on the procedures of the participant through which the person owns its interest, to exercise any rights of a holder under the global security or the Indenture. We understand that under existing industry practices, if we request any action of holders or an owner of a beneficial interest in a global security wants to take any action that a holder is entitled to take under the Indenture, DTC would authorize the participants holding the beneficial interest to take that action, and the participants would authorize beneficial owners owning through the participants to take the action on the instructions of beneficial owners owning through them.

DTC has advised us that it will take any action permitted to be taken by a holder of new 7 5/8% Notes only at the direction of a participant to whose account with DTC interests in the global security are credited and only as to the portion of the aggregate principal amount of the new 7 5/8% Notes as to which the participant has given that direction. DTC has advised us that DTC is a limited-purpose trust company organized under the Banking Law of the State of New York, a "banking organization" within the meaning of New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered under the Exchange Act. DTC was created to hold the securities of its participants and to facilitate the clearance and settlement of securities transactions among its participants in the securities through electronic book-entry changes in accounts of the participants. This eliminates the need for physical movement of securities certificates. DTC's participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, some of whom own DTC. Access to DTC's book-entry system is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant.

CERTIFICATED NEW 7 5/8% NOTES

New 7 5/8% Notes represented by a global security are exchangeable for certificated new 7 5/8% Notes only if:

- DTC notifies us that it is unwilling or unable to continue as a depository for the global security or if at any time DTC ceases to be a registered clearing agency, and a successor depository is not appointed by us within 90 days;
- we notify the Trustee that the global security will be so transferable, registrable and exchangeable; or
- an event of default with respect to the new 7 5/8% Notes has occurred and is continuing.

Any global security that is exchangeable for certificated new 7 5/8% Notes under the preceding sentence will be transferred to, and registered and exchanged for, certificated new 7 5/8% Notes in authorized denominations and registered in names that DTC or its nominee holding the global security may direct.

Subject to the foregoing, a global security is not exchangeable, except for a global security of the same denomination to be registered in the name of DTC or its nominee. If a global security becomes exchangeable for certificated new 7 5/8% Notes:

- certificated new 7 5/8% Notes will be issued only in fully registered form in denominations of \$1,000 or integral multiples;
- payments will be made and transfers will be registered at the office or agency of us maintained for that purpose; and
- no service charge will be made for any issuance of the certificated new 7 5/8% Notes, although we may require payment to cover any tax or governmental charge imposed.

GLOBAL CLEARANCE AND SETTLEMENT PROCEDURES

Settlement for the new 7 5/8% Notes represented by the global securities will be made in immediately available funds. We will make all payments of principal and interest on the 7 5/8% Notes in immediately available funds.

The new 7 5/8% Notes will trade in DTC's Same-Day Funds Settlement System until maturity, and secondary market trading activity in the new 7 5/8% Notes will therefore be required by DTC to settle in immediately available funds.

Secondary market trading between Clearstream Luxembourg participants and/or Euroclear participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Clearstream Luxembourg and Euroclear and will be settled using the procedures applicable to conventional eurobonds in immediately available funds.

Cross-market transfers between persons holding directly or indirectly through DTC and persons holding directly or indirectly through Clearstream Luxembourg or Euroclear participants will be effected in accordance with DTC's rules on behalf of the relevant European international clearing system by its U.S. Depositary. Such cross-market transactions will require delivery of instructions to the relevant

European international clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its U.S. Depositary to take action to effect final settlement on its behalf by delivering or receiving the 7 5/8% Notes in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Clearstream Luxembourg participants and Euroclear participants may not deliver instructions directly to DTC.

Because of time-zone differences, credits of the 7 5/8% Notes received in Clearstream Luxembourg or Euroclear as a result of a transaction with a DTC participant will be made during subsequent securities settlement processing and will be credited the business day following the DTC settlement date. Such credits or any transactions in such 7 5/8% Notes settled during such processing will be reported to the relevant Euroclear or Clearstream Luxembourg participants on such business day. Cash received in Clearstream Luxembourg or Euroclear as a result of sales of 7 5/8% Notes by or through a Clearstream Luxembourg participant or a Euroclear participant to a DTC participant will be received with value on the DTC settlement date but will be available in the relevant Clearstream Luxembourg or Euroclear cash account only as of the business day following settlement in DTC.

Although DTC, Clearstream Luxembourg and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of interests in the global securities among participants of DTC, Clearstream Luxembourg and Euroclear, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither we or the Trustee will have any responsibility for the performance by DTC, Clearstream Luxembourg and Euroclear, or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

CERTAIN COVENANTS

Other than as described below under "--Limitation on Liens," the Indenture does not contain any provisions that would limit our ability to incur indebtedness or that would afford holders of 7 5/8% Notes protection in the event of a sudden and significant decline in our credit quality or a takeover, recapitalization or highly leveraged or similar transaction involving us. Accordingly, we could in the future enter into transactions that could increase the amount of indebtedness outstanding at that time or otherwise adversely affect our capital structure or credit rating. See "RISK FACTORS."

LIMITATION ON LIENS

The Indenture contains a covenant that if we mortgage, pledge or otherwise subject to any lien all or some of our property or assets, we will secure the 7 5/8% Notes, any other outstanding Debt Securities and any of our other obligations that may then be outstanding and entitled to the benefit of a covenant similar in effect to such covenant, equally and proportionally with the indebtedness or

obligations secured by such mortgage, pledge or lien, for as long as any such indebtedness or obligation is so secured. This covenant does not apply:

- to the creation, extension, renewal or refunding of (a) mortgages or liens created or existing at the time property is acquired, (b) mortgages or liens created within 180 days after property is acquired, or
- (c) mortgages or liens securing the cost of construction or improvement of property; or
- to the making of any deposit or pledge to secure public or statutory obligations or with any governmental agency at any time required by law in order to qualify us to conduct all or some part of our business or in order to entitle us to maintain self-insurance or to obtain the benefits of any law relating to workmen's compensation, unemployment insurance, old age pensions or other social security, or with any court, board, commission or governmental agency as security incident to the proper conduct of any proceeding before it.

The Indenture does not prevent any other entity from mortgaging, pledging or subjecting to any lien any of its property or assets, whether or not acquired from us (Section 4.03).

AMENDMENT AND WAIVER

With the written consent of the holders of more than 50% of the principal amount of the outstanding Debt Securities of each series that will be affected (with each series voting as a class), we and the Trustee may amend or supplement the Indenture or modify the rights of the holders of Debt Securities of that series. Such majority of holders may also waive compliance by us with any provision of the Indenture, any supplemental indenture or the Debt Securities of any such series except a default in the payment of principal or interest. However, without the consent of the holder of each Debt Security affected, an amendment or waiver may not (Section 9.02):

- reduce the amount of Debt Securities whose holders must consent to an amendment or waiver;
- change the rate or the time for payment of interest;
- change the principal or the fixed maturity;
- waive a default in the payment of principal, premium, if any, or interest;
- make any Debt Security payable in a different currency; or
- make any change in the provisions of the Indenture concerning (a) waiver of existing defaults (Section 6.04), (b) rights of holders of Debt Securities to receive payment (Section 6.07), or (c) amendments and waivers with consent of holders of Debt Securities (Section 9.02(a), third sentence).

We and the Trustee may amend or supplement the Indenture without the consent of any holder of any of the Debt Securities to (Section 9.01):

- cure any ambiguity, defect or inconsistency in the Indenture or the Debt Securities;
- provide for the assumption of all of our obligations under the Debt Securities and the Indenture by any corporation in connection with a merger, consolidation or transfer or lease of our property and assets substantially as an entirety;
- provide for uncertificated Debt Securities in addition to or instead of certificated Debt Securities;
- add to the covenants made by us for the benefit of the holders of any series of Debt Securities (and if such covenants are to be for the benefit of less than all series of Debt Securities, stating

that such covenants are included solely for the benefit of such series) or to surrender any right or power conferred upon us;

- add to, delete from, or revise the conditions, limitations, and restrictions on the authorized amount, terms, or purposes of issue, authentication and delivery of the Debt Securities, as set forth in the Indenture;

- make any change that does not adversely affect the rights of any holder of Debt Securities in any material respect;

- provide for the issuance of and establish the form and terms and conditions of a series of Debt Securities or to establish the form of any certifications required to be furnished pursuant to the terms of the Indenture or any series of Debt Securities or to add to the rights of the holders of any series of Debt Securities; or

- secure any Debt Securities as provided under the heading "--Limitation on Liens."

CONSOLIDATION, MERGER AND SALE OF ASSETS

We may, without the consent of the holders of the 7 5/8% Notes or any other outstanding Debt Securities, consolidate with, merge into or be merged into, or transfer or lease our property and assets substantially as an entirety to another entity. However, we may only do this if:

- the successor entity is a corporation and assumes by supplemental indenture all of our obligations under the 7 5/8% Notes, any other outstanding Debt Securities and the Indenture; and

- after giving effect to the transaction, no Default or Event of Default has occurred and is continuing.

After that time, all of our obligations under the 7 5/8% Notes, any other outstanding Debt Securities and the Indenture terminate (Section 5.01).

EVENTS OF DEFAULT

Any one of the following is an Event of Default with respect to any series of Debt Securities, including the 7 5/8% Notes (Section 6.01):

- if we default in the payment of interest on the Debt Securities of such series, and such default continues for 90 days;

- if we default in the payment of the principal of any Debt Security of such series when the same becomes due and payable at maturity, upon redemption, or otherwise;

- if we fail to comply with any of our other agreements in the Debt Securities of such series, in the Indenture or in any supplemental indenture under which the Debt Securities of such series were issued, which failure continues for 90 days after we receive notice from the Trustee or the holders of at least 25% in principal amount of all of the outstanding Debt Securities of that series; and

- if certain events of bankruptcy or insolvency occur with respect to us.

If an Event of Default with respect to the Debt Securities of any series occurs and is continuing, the Trustee or the holders of at least 25% in principal amount of all of the outstanding Debt Securities of that series may declare the principal (or, if the Debt Securities of that series are original issue discount securities, such portion of the principal amount as may be specified in the terms of that series) of all the Debt Securities of that series to be due and payable. When such declaration is made, such principal (or, in the case of original issue discount securities, such specified amount) will be immediately due and payable (Section 6.02). The holders of a majority in principal amount of Debt

Securities of that series may rescind such declaration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived (other than nonpayment of principal or interest that has become due solely as a result of acceleration).

Holders of Debt Securities may not enforce the Indenture or the Debt Securities, except as provided in the Indenture (Section 6.06). The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Debt Securities (Section 7.01(e)). Subject to certain limitations, the holders of more than 50% in principal amount of the Debt Securities of each series affected (with each series voting as a class) may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power of the Trustee (Section 6.05). The Trustee may withhold from holders of Debt Securities notice of any continuing default (except a default in the payment of principal or interest) if it determines in good faith that withholding notice is in their interests (Section 7.05).

SATISFACTION AND DISCHARGE

We may terminate all of our obligations under the 7 5/8% Notes and the Indenture with respect to the 7 5/8% Notes or any installment of interest on the 7 5/8% Notes if we irrevocably deposit in trust with the Trustee money or U.S. Government Obligations sufficient to pay, when due, principal and interest on the 7 5/8% Notes to maturity or redemption or such installment of interest, as the case may be, and if all other conditions set forth in the 7 5/8% Notes are met (Section 8.01).

GOVERNING LAW

The Indenture and the 7 5/8% Notes will be governed by, and construed in accordance with, the laws of the State of New York, applicable to agreements made and to be performed wholly within such jurisdiction.

CONCERNING THE TRUSTEE AND THE PAYING AGENT

We and certain of our affiliates maintain banking and other business relationships in the ordinary course of business with Bank One Trust Company, National Association. In addition, Bank One Trust Company, National Association and certain of its affiliates serve as trustee, authenticating agent, or paying agent with respect to certain Debt Securities previously issued by us and our affiliates.

OTHER INDEBTEDNESS

QCI has issued indebtedness that is currently outstanding under various indentures. Certain of QCI's indentures contain restrictive covenants limiting its, and its subsidiaries', ability to pay dividends, make investments, create liens, sell assets, enter into transactions with affiliates, borrow money, refinance debt and engage in mergers and consolidations. As a wholly-owned subsidiary of QCI, we are subject to some of the restrictive covenants contained in the QCI indentures. We do not believe that these restrictive covenants have a material adverse effect on our ability to finance our operations.

REGISTRATION RIGHTS

Based on an interpretation by the Staff of the SEC set forth in no-action letters, and subject to the immediately following sentence, we believe that the new 7 5/8% Notes to be issued pursuant to the exchange offer may be offered for resale, resold and otherwise transferred by the holders thereof (other than holders who are broker-dealers) without further compliance with the registration and prospectus delivery provisions of the Securities Act. However, any purchaser of old 7 5/8% Notes who is an affiliate of us or who intends to participate in the exchange offer for the purpose of distributing the new 7 5/8% Notes, or any broker-dealer who purchased the old 7 5/8% Notes from us for resale pursuant to Rule 144A or any other available exemption under the Securities Act:

- will not be able to rely on the interpretations of the Staff set forth in the no-action letters;

- will not be entitled to tender such old 7 5/8% Notes in the exchange offer; and

- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any sale or transfer of the old 7 5/8% Notes unless such sale or transfer is made pursuant to an exemption from such requirements.

We do not intend to seek our own no-action letter, and there can be no assurance that the Staff would make a similar determination with respect to the new 7 5/8% Notes as it has in such no-action letters to third parties. Each holder of the old 7 5/8% Notes (other than certain specified holders) who wishes to exchange the old 7 5/8% Notes for new 7 5/8% Notes in the exchange offer will be required to represent that:

- it is not an affiliate of us;

- it is not a broker-dealer tendering Registrable Securities (as defined in the Registration Rights Agreement) acquired directly from us;

- the Notes to be exchanged for new 7 5/8% Notes in the exchange offer were acquired in the ordinary course of its business; and

- at the time of the exchange offer, it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the new 7 5/8% Notes.

In addition, in connection with any resale of new 7 5/8% Notes, any broker-dealer who acquired the new 7 5/8% Notes for its own account as a result of market-making or other trading activities (a "Participating Broker-Dealer") and who receives new 7 5/8% Notes in exchange for such old 7 5/8% Notes pursuant to the exchange offer, may be deemed to be an "underwriter" within the meaning of the Securities Act and must deliver a prospectus meeting the requirements of the Securities Act. The SEC has taken the position that Participating Broker-Dealers may fulfill their prospectus delivery requirements with respect to the new 7 5/8% Notes other than a resale of an unsold allotment from the original sale thereof, with the prospectus contained in the registration statement filed in connection with the exchange offer (the "Exchange Offer Registration Statement"). Under the Registration Rights Agreement, we are required to allow Participating Broker-Dealers and other persons, if any, subject to similar prospectus delivery requirements to use the prospectus contained in the Exchange Offer Registration Statement in connection with the resale of such new 7 5/8% Notes for a period of 225 calendar days from the issuance of the new 7 5/8% Notes.

If:

- because of any change in law or in currently prevailing interpretations of the Staff, we are not permitted to effect the exchange offer;

- the exchange offer is not consummated within 225 calendar days of June 9, 2000; or

- in the case of any holder that participates in the exchange offer, such holder does not receive new 7 5/8% Notes 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 our affiliate within the meaning of the Securities Act or as a broker-dealer);

then in each case, we will promptly deliver to the holders written notice thereof; and at our sole expense:

- as promptly as practicable (but in no event more than 90 days after so required or requested pursuant to the Registration Rights Agreement), file a shelf registration statement covering resales of the old 7 5/8% Notes (the "Shelf Registration Statement");

- use our reasonable best efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act as soon as practicable; and

- use our reasonable best efforts to keep effective the Shelf Registration Statement until the earlier of two years (or, if Rule 144(k) is amended to provide a shorter restrictive period, such shorter period) after the closing date or such time as all of the applicable old 7 5/8% Notes have been sold thereunder.

We will, if a Shelf Registration Statement is filed, provide to each holder copies of the prospectus that is a part of the Shelf Registration Statement, notify each such holder when the Shelf Registration Statement for the old 7 5/8% Notes has become effective and take certain other actions as are required to permit unrestricted resales of the old 7 5/8% Notes. A holder that sells old 7 5/8% Notes pursuant to the Shelf Registration Statement will be required to be named as a selling security holder in the related prospectus, to provide information related thereto and to deliver such prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the Registration Rights Agreement that are applicable to such a holder (including certain indemnification rights and obligations). We have no obligation to include in the Shelf Registration Statement holders who do not deliver such information to us.

If we fail to comply with certain provisions of the Registration Rights Agreement, in each case as described below, then a special interest premium (the "Special Interest Premium") will become payable in respect of the old 7 5/8% Notes.

If:

- the Exchange Offer Registration Statement is not filed with the SEC on or before the 150th calendar day following June 9, 2000 (or by November 6, 2000);

- the Exchange Offer Registration Statement is not declared effective on or before the 180th calendar day following June 9, 2000 (or by December 6, 2000); or

- the exchange offer is not consummated or the Shelf Registration Statement is not declared effective on or before the 225th calendar day following June 9, 2000 (or by January 20, 2001);

the Special Interest Premium will accrue in respect of the old 7 5/8% Notes, from and including the next calendar day following each of (a) such 150-day period in the case of the first bullet listed above, (b) such 180-day period in the second bullet listed above and (c) such 225-day period in the case of the third bullet listed above, in each case at a rate equal to 0.25% per annum.

The aggregate amount of the Special Interest Premium in respect of each of the old 7 5/8% Notes, payable pursuant to the above provisions, will in no event exceed 0.25% per annum. If the Exchange Offer Registration Statement is not declared effective on or before the 225th calendar day following June 9, 2000 and we request holders of old 7 5/8% Notes to provide the information called for by the Registration Rights Agreement for inclusion in the Shelf Registration Statement, the old 7 5/8% Notes owned by holders who do not deliver such information to us when required pursuant to the Registration Rights Agreement will not be entitled to any Special Interest Premium for any day after the 225th day following June 9, 2000.

Upon:

- filing of the Exchange Offer Registration Statement after the 150-day period described above;

- effectiveness of the Exchange Offer Registration Statement after the 180-day period described above; or

- consummation of the exchange offer or the effectiveness of a Shelf Registration Statement, as the case may be, after the 225-day period described above;

the interest rate on the old 7 5/8% Notes from the day of such filing, effectiveness or consummation, as the case may be, will be reduced to the original interest rate set forth on the cover page of this prospectus for the old 7 5/8% Notes.

If a Shelf Registration Statement is declared effective pursuant to the foregoing paragraphs, and if we fail to keep such Shelf Registration Statement continuously (a) effective or (b) useable for resales for the period required by the Registration Rights Agreement due to certain circumstances relating to pending corporate developments, public filings with the SEC and similar events, or because the prospectus contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, and such failure continues for more than 60 days (whether or not consecutive) in any twelve-month period (the 61st day being referred to as the "Default Day"), then from the Default Day until the earlier of:

- the date that the Shelf Registration Statement is again deemed effective or is usable,
- the date that is the second anniversary of the closing date (or, if Rule 144(k) is amended to provide a shorter restrictive period, such shorter period), or
- the date as of which all of the new 7 5/8% Notes are sold pursuant to the Shelf Registration Statement,

the Special Interest Premium in respect of the old 7 5/8% Notes will accrue at a rate equal to 0.25% per annum.

If we fail to keep the Shelf Registration Statement continuously effective or useable for resales pursuant to the preceding paragraph, we will give the holders notice to suspend the sale of the old 7 5/8% Notes and will extend the relevant period referred to above during which we are required to keep effective the Shelf Registration Statement (or the period during which Participating Broker-Dealers are entitled to use the prospectus included in the Exchange Offer Registration Statement in connection with the resale of new 7 5/8% Notes) 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 holders will have received copies of the supplemented or amended prospectus necessary to permit resales of the old 7 5/8% Notes or to and including the date on which we have given notice that the sale of the old 7 5/8% Notes may be resumed, as the case may be.

Each old 7 5/8% Note contains a legend to the effect that the holder thereof, by its acceptance thereof, will be deemed to have agreed to be bound by the provisions of the Registration Rights Agreement.

The Registration Rights Agreement is governed by, and construed in accordance with, the laws of the State of New York. This summary of certain provisions of the Registration Rights Agreement does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the Registration Rights Agreement, a form of which is available upon request to us. In addition, the information set forth above concerning certain interpretations and positions taken by the Staff is not intended to constitute legal advice, and prospective investors should consult their own legal advisors with respect to such matters.

CERTAIN U.S. FEDERAL TAX CONSIDERATIONS

The following discussion summarizes certain U.S. federal tax consequences of an exchange of old 7 5/8% Notes for new 7 5/8% Notes in the exchange offer and the purchase, beneficial ownership and disposition of new 7 5/8% Notes. For purposes of this summary, a "U.S. Holder" means a beneficial owner of an old 7 5/8% or a new 7 5/8% Note that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;

- a corporation, partnership or other business entity created or organized under the laws of the United States or any state thereof (including the District of Columbia);
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust with respect to which a court within the United States is able to exercise primary supervision over its administration, and one or more United States persons have the authority to control all of its substantial decisions.

An individual may, subject to certain exceptions, be deemed to be a resident of the United States by reason of being present in the United States for at least 31 days in the calendar year and for an aggregate of at least 183 days during a three-year period ending in the current calendar year (counting for such purposes all the days present in the current year, one-third of the days present in the immediately preceding year, and one-sixth of the days present in the second preceding year). A "Non-U.S. Holder" is a beneficial owner of an old 7 5/8% Note or a new 7 5/8% Note that is not a U.S. Holder.

This summary is based on interpretations of the Internal Revenue Code of 1986, as amended (the "Code"), regulations issued thereunder, and rulings and decisions currently in effect (or in some cases proposed), all of which are subject to change. Any such change may be applied retroactively and may adversely affect the federal tax consequences described herein. This summary addresses only holders that own old 7 5/8% Notes or will own new 7 5/8% Notes as capital assets and not as part of a "straddle" or a "conversion transaction" for U.S. federal income tax purposes or as part of some other integrated investment. This summary does not discuss all of the tax consequences that may be relevant to particular investors or to investors subject to special treatment under the U.S. federal income tax laws (such as life insurance companies, tax-exempt entities, regulated investment companies, securities dealers, and investors whose functional currency is not the U.S. dollar). Persons considering the exchange of their old 7 5/8% Notes for new 7 5/8% Notes and persons considering the purchase of new 7 5/8% Notes should consult their tax advisors concerning the application of U.S. federal tax laws to their particular situations as well as any consequences of the exchange of the old 7 5/8% Notes for new 7 5/8% Notes and of the purchase, beneficial ownership and disposition of new 7 5/8% Notes arising under the laws of any state or other taxing jurisdiction.

U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE EXCHANGE OFFER TO U.S. HOLDERS AND NON-U.S. HOLDERS

The exchange of old 7 5/8% Notes for new 7 5/8% Notes pursuant to the exchange offer will not be a taxable event for U.S. federal income tax purposes. U.S. Holders and Non-U.S. Holders will not recognize any taxable gain or loss as a result of such exchange and will have the same tax basis and holding period in the new 7 5/8% Notes as they had in the old 7 5/8% Notes immediately before the exchange.

U.S. FEDERAL INCOME TAX CONSEQUENCES TO U.S. HOLDERS

TREATMENT OF INTEREST. Stated interest on the new 7 5/8% Notes will be taxable to U.S. Holders as ordinary interest income as the interest accrues or is paid in accordance with the holder's regular method of accounting.

MARKET DISCOUNT. If a U.S. Holder acquires a new 7 5/8% Note for an amount that is less than its principal amount by more than a DE MINIMIS amount (generally 0.25% of the principal amount multiplied by the number of remaining whole years to maturity), the amount of the difference will be treated as "market discount." In the event a U.S. Holder acquires a new 7 5/8% Note with market discount, unless the U.S. Holder elects to include such market discount in income as it accrues, a U.S. Holder will be required to treat any principal payment on, and any gain on the sale, exchange,

retirement or other disposition (including a gift) of, a new 7 5/8% Note as ordinary income to the extent of any accrued market discount that has not previously been included in income. In general, market discount on the new 7 5/8% Notes will accrue ratably over the remaining term of the new 7 5/8% Notes or, at the election of the U.S. Holder, under a constant yield method. In addition, a U.S. Holder could be required to defer the deduction of all or a portion of the interest paid on any indebtedness incurred or continued to purchase or carry a new 7 5/8% Note unless the U.S. Holder elects to include market discount in income currently. Such an election applies to all debt instruments held by a taxpayer and may not be revoked without the consent of the Internal Revenue Service (the "IRS").

AMORTIZATION OF BOND PREMIUM. A U.S. Holder that purchases a new 7 5/8% Note for an amount in excess of its stated principal amount will be considered to have purchased the Note at a premium. The U.S. Holder may elect to amortize such premium (as an offset to interest income), using a constant yield method, over the remaining term of the new 7 5/8% Note (or to an earlier call date if it results in a smaller amount of amortizable bond premium). Such election, once made, generally applies to all debt instruments held or subsequently acquired by the U.S. Holder on or after the first day of the first taxable year to which such election applies and may be revoked only with the consent of the IRS. A U.S. Holder that elects to amortize such premium must reduce its tax basis in the related 7 5/8% Note by the amount of the premium amortized during its holding period. If a U.S. Holder does not elect to amortize the premium, the amount of such premium will be included in the U.S. Holder's tax basis for purposes of computing gain or loss in connection with a taxable disposition of the new 7 5/8% Note.

SALE OR OTHER DISPOSITION OF NEW 7 5/8% NOTES

In general, upon the sale, retirement or other taxable disposition of a new 7 5/8% Note, a U.S. Holder will recognize taxable gain or loss equal to the difference between (i) the amount of the cash and the fair market value of any property received on the sale, retirement or other taxable disposition (not including any amount attributable to accrued but unpaid interest or accrued market discount not previously included in income), and (ii) the U.S. Holder's adjusted tax basis in the new 7 5/8% Note. A U.S. Holder's adjusted tax basis in a new 7 5/8% Note generally will be equal to the cost of the Note to such U.S. Holder, increased by the amount of any market discount previously included in income by the U.S. Holder and reduced by the amount of any payments received by the U.S. Holder, other than payments of qualified stated interest, and by the amount of amortizable bond premium taken into account. Subject to the discussion of market discount above, gain or loss realized on the sale, retirement or other taxable disposition of a new 7 5/8% Note will be capital gain or loss.

U.S. FEDERAL INCOME AND ESTATE TAX CONSEQUENCES TO NON-U.S. HOLDERS OF OWNERSHIP OF NEW 7 5/8% NOTES

For purposes of the following summary, interest and gain on the sale, exchange or other disposition of a new 7 5/8% Note will be considered "U.S. trade or business income" if such income or gain is:

- effectively connected with the conduct of a trade or business in the United States; or
- in the case of a treaty resident, attributable to a permanent establishment (or, in the case of an individual, to a fixed base) in the United States.

TREATMENT OF INTEREST. A Non-U.S. Holder that is not subject to U.S. federal income tax as a result of any direct or indirect connection to the United States other than its ownership of a new 7 5/8% Note will not be subject to U.S. federal income or withholding tax in respect of interest income on the new 7 5/8% Note if:

- the interest is not U.S. trade or business income;
- the Non-U.S. Holder provides an appropriate statement on IRS Form W-8 or Form W-8BEN, together with all appropriate attachments, signed under penalties of perjury, identifying the Non-U.S. Holder and stating, among other things, that the Non-U.S. Holder is not a United States person for U.S. federal income tax purposes; and

- the Non-U.S. Holder is not a "10-percent shareholder" or a "related controlled foreign corporation" with respect to the Company as specially defined for U.S. federal income tax purposes.

If a new 7 5/8% Note is held through a securities clearing organization or certain other financial institutions, the organization or institution may provide a signed statement to eliminate withholding tax. However, in such case, the signed statement must be accompanied by a copy of the IRS Form W-8 or Form W-8BEN or the substitute form provided by the beneficial owner to the organization or institution. For interest paid with respect to a new 7 5/8% Note after December 31, 2000, a Non-U.S. Holder that is treated as a partnership for U.S. federal tax purposes generally will be required to provide an IRS Form W-8IMY and to attach an appropriate certification by each beneficial owner of the Non-U.S. Holder (including in certain cases, such beneficial owner's beneficial owners). Prospective investors, including foreign partnerships and their partners, should consult their tax advisors regarding these possible additional reporting requirements.

To the extent these conditions are not met, a 30% withholding tax will apply to interest income on the new 7 5/8% Note, unless an income tax treaty reduces or eliminates such tax or unless the interest is U.S. trade or business income with respect to such Non-U.S. Holder and the Non-U.S. Holder provides an appropriate statement to that effect. In the latter case, such Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to all income from the new 7 5/8% Notes at regular rates applicable to U.S. taxpayers. Additionally, in such event, Non-U.S. Holders that are corporations could be subject to a branch profits tax on such income.

TREATMENT OF DISPOSITIONS OF NEW 7 5/8% NOTES. In general, a Non-U.S. Holder will not be subject to U.S. federal income tax on any amount received (other than amounts in respect of accrued but unpaid interest) upon retirement or disposition of a new 7 5/8% Note unless such Non-U.S. Holder is an individual present in the United States for 183 days or more in the taxable year of the sale, exchange or other disposition and certain other requirements are met, or unless the gain is U.S. trade or business income. In the latter event, Non-U.S. Holders generally will be subject to U.S. federal income tax with respect to such gain at regular rates applicable to U.S. taxpayers. Additionally, in such event, Non-U.S. Holders that are corporations could be subject to a branch profits tax on such gain.

TREATMENT OF NEW 7 5/8% NOTES FOR U.S. FEDERAL ESTATE TAX PURPOSES. An individual Non-U.S. Holder (who is not domiciled in the United States for U.S. federal estate tax purposes at the time of death) will not be subject to U.S. federal estate tax in respect of a new 7 5/8% Note, so long as the Non-U.S. Holder is not a "10-percent shareholder" with respect to the Company as specially defined for U.S. federal income tax purposes and payments of interest on such new 7 5/8% Note would not have been considered U.S. trade or business income at the time of such Non-U.S. Holder's death.

U.S. INFORMATION REPORTING REQUIREMENTS AND BACKUP WITHHOLDING TAX

Under certain circumstances, the Code requires "information reporting" annually to the IRS and to each holder of new 7 5/8% Notes, and "backup withholding" at a rate of 31% with respect to certain payments made on or with respect to the new 7 5/8% Notes. Backup withholding generally does not apply with respect to certain holders of new 7 5/8% Notes, including corporations, tax-exempt organizations, qualified pension and profit sharing trusts and individual retirement accounts.

A U.S. Holder may be subject to backup withholding unless such U.S. Holder provides an IRS Form W-9, signed under penalties of perjury, identifying the U.S. Holder, providing such U.S. Holder's taxpayer identification number and certifying such U.S. Holder is not subject to backup withholding.

A Non-U.S. Holder that provides an IRS Form W-8 or Form W-8BEN, together with all appropriate attachments, signed under penalties of perjury, identifying the Non-U.S. Holder and stating that the Non-U.S. Holder is not a United States person, will not be subject to IRS reporting

requirements and U.S. backup withholding. With respect to interest paid after December 31, 2000, IRS Forms W-8BEN will generally be required from the beneficial owners of interests in a Non-U.S. Holder that is treated as a partnership for U.S. federal income tax purposes.

The payment of the proceeds on the disposition of a new 7 5/8% Note to or through the U.S. office of a broker generally will be subject to information reporting and backup withholding at a rate of 31% unless the Non-U.S. Holder either certifies its status as a Non-U.S. Holder under penalties of perjury on IRS Form W-8 or Form W-8BEN (as described above) or otherwise establishes an exemption. The payment of the proceeds on the disposition of a new 7 5/8% Note by a Non-U.S. Holder to or through a non-U.S. office of a non-U.S. broker will not be subject to backup withholding or information reporting unless the non-U.S. broker is a "U.S. related person" (as defined below). The payment of proceeds on the disposition of a new 7 5/8% Note by a Non-U.S. Holder to or through a non-U.S. office of a U.S. broker or a U.S. related person generally will not be subject to backup withholding but will be subject to information reporting unless the Non-U.S. Holder certifies its status as a Non-U.S. Holder under penalties of perjury or the broker has certain documentary evidence in its files as to the Non-U.S. Holder's foreign status and the broker has no actual knowledge to the contrary.

For this purpose, a "U.S. related person" is:

- a "controlled foreign corporation" as specially defined for U.S. federal income tax purposes;
- a foreign person 50% or more of whose gross income from all sources for the three-year period ending with the close of its taxable year preceding the payment (or for such part of the period that the broker has been in existence) is derived from activities that are effectively connected with the conduct of a U.S. trade or business; or
- for payments made after December 31, 2000, a foreign partnership if at any time during its tax year one or more of its partners are United States persons who, in the aggregate, hold more than 50% of the income or capital interest of the partnership or if, at any time during its taxable year, the partnership is engaged in the conduct of a U.S. trade or business.

Backup withholding is not an additional tax and may be refunded (or credited against the Non-U.S. Holder's U.S. federal income tax liability, if any), provided that certain required information is furnished. The information reporting requirements may apply regardless of whether withholding is required. Copies of the information returns reporting such interest and withholding also may be made available to the tax authorities in the country in which a Non-U.S. Holder is a resident under the provisions of an applicable income tax treaty or agreement.

PLAN OF DISTRIBUTION

Each Participating Broker-Dealer that receives new 7 5/8% Notes for its own account in the exchange offer must acknowledge that it acquired the old 7 5/8% Notes for its own account as a result of market-making or other trading activities and must agree that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the new 7 5/8% Notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a Participating Broker-Dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. See "REGISTRATION RIGHTS." A Participating Broker-Dealer may use this prospectus, as it may be amended or supplemented from time to time, in connection with resales of new 7 5/8% Notes received in exchange for old 7 5/8% Notes where the old 7 5/8% Notes were acquired as a result of market-making activities or other trading activities. Under the Registration Rights Agreement, we have agreed that for a period of 225 calendar days after the expiration date, we will make this prospectus, as amended or supplemented, available to any Participating Broker-Dealer for use in connection with any resale of new 7 5/8% Notes.

We will not receive any proceeds from any sale of the new 7 5/8% Notes by any Participating Broker-Dealer. New 7 5/8% Notes received by Participating Broker-Dealers for their own account in the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the new 7 5/8% Notes or a combination of the methods of resale, at market prices prevailing at the time of resale, at prices related to the prevailing market prices or negotiated prices. Any resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such Participating Broker-Dealer and/or the purchasers of the new 7 5/8% Notes. Any Participating Broker-Dealer that resells new 7 5/8% Notes that were received by it for its own account in the exchange offer and any broker or dealer that participates in a distribution of the new 7 5/8% Notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any resale of new 7 5/8% Notes and any commissions or concessions received by those persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a Participating Broker-Dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 225 calendar days after closing of the exchange offer, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any Participating Broker-Dealer that requests the documents in the letter of transmittal. We have agreed to pay all expenses incident to our performance of, or compliance with, the Registration Rights Agreement and all expenses incident to the exchange offer, including the expenses of one counsel for the holders of the old 7 5/8% Notes but excluding commissions or concessions of any brokers or dealers, and will indemnify the holders, including any broker-dealers, and certain parties related to the holders against certain liabilities, including liabilities under the Securities Act.

We have not entered into any arrangements or understandings with any person to distribute the new 7 5/8% Notes to be received in the exchange offer.

LEGAL MATTERS

Certain legal matters with respect to the 7 5/8% Notes will be passed upon for us by O'Melveny & Myers, LLP, Los Angeles, California, and by Holme Roberts & Owen, LLP, Denver, Colorado. O'Melveny & Myers, LLP, Los Angeles, California is also passing on certain federal income tax matters in connection with the 7 5/8% Notes.

EXPERTS

Our consolidated financial statements and schedules as of December 31, 1999 and 1998 and for each of the three years in the period ended December 31, 1999 included in our Annual Report on Form 10-K filed March 3, 2000, have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto, which are incorporated by reference in this prospectus and in the registration statement in reliance upon the authority of said firm as experts in giving said reports.

PART II INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Registrant's Bylaws provide that the Registrant will indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise, by reason of the fact that such person is or was serving in an indemnified capacity, except to the extent that any such indemnification against a particular liability is expressly prohibited by applicable law or where a judgment or other final adjudication adverse to the indemnified representative establishes, or where the Registrant determines, that his or her acts or omissions (i) were in breach of such person's duty of loyalty to the Registrant or its shareholders, (ii) were not in good faith or involved intentional misconduct or a knowing violation of law, or (iii) resulted in receipt by such person of an improper personal benefit. The rights granted by the Bylaws will not be deemed exclusive of any other rights to which those seeking indemnification, contribution, or advancement of expenses may be entitled under any statute, certificate or articles of incorporation, agreement, contract of insurance, vote of shareholders or disinterested directors, or otherwise. The rights of indemnification and advancement of expenses provided by or granted pursuant to the Bylaws will continue as to a person who has ceased to be an indemnified representative in respect of matters arising before such time and will inure to the benefit of the heirs, executors, administrators, and personal representatives of such a person.

The directors and officers of the Registrant are covered by insurance policies indemnifying them against certain liabilities, including certain liabilities arising under the Securities Act of 1933, as amended (the "Securities Act") which might be incurred by them in such capacities and against which they cannot be indemnified by the Company.

The agents, dealers or underwriters who executed the agreements filed as Exhibit 1 to this registration statement agreed to indemnify our directors and their officers who signed the registration statement against certain liabilities which might arise under the Securities Act with respect to information furnished to us by or on behalf of any such indemnifying party.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

Exhibits identified in parentheses below are on file with the Commission and are incorporated herein by reference to such previous filings. All other exhibits are provided as part of this electronic transmission.

EXHIBIT NUMBER	DESCRIPTION
(1-A)	Purchase Agreement, dated June 5, 2000, among the Registrant and Lehman Brothers Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Banc of America Securities LLC and J.P. Morgan Securities Inc., as representatives of the initial purchasers named therein.
(4-A)	Registration Rights Agreement, dated June 5, 2000, between the Registrant and the initial purchasers named therein.
(4-B)	Forms of Letter of Transmittal, Broker Letters and Notice of Guaranteed Delivery.
(4-C)	Indenture dated as of October 15, 1999 by and between U S WEST Communications, Inc. and Bank One Trust Company, NA as Trustee (Exhibit 4b to Old U S WEST's Form 10-K for the period ended December 31, 1999, File No. 1-3040). The form or forms of debt securities with respect to each particular series of debt securities registered hereunder will be filed as an exhibit to a Current Report on Form 8-K of U S WEST Communications, Inc. and incorporated herein by reference.
(5-A)	Opinion of O'Melveny & Myers LLP with respect to legality of the securities being registered.

EXHIBIT NUMBER	DESCRIPTION
(5-B)	Opinion of Holme Roberts & Owen LLP with respect to authority to issue the securities being registered.
(8)	Opinion of O'Melveny & Myers LLP with respect to certain tax matters (included in Exhibit 5-A.1).
(12)	Computation of Ratio of Earnings to Fixed Charges.
(23-A)	Consent of Arthur Andersen LLP.
(23-B)	Consent of O'Melveny & Myers LLP (included in Exhibit 5-A).
(23-C)	Consent of Holme Roberts & Owen LLP (included in Exhibit 5-B).
(24)	Power of Attorney (included on Signature Page).
(25)	Statement of Eligibility of Trustee (Form T-1).

ITEM 22. UNDERTAKINGS.

(a) The undersigned hereby undertakes:

(1) That before any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c) under the Securities Act, the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(2) That every prospectus (i) that is filed pursuant to paragraph (1) immediately preceding, or (ii) that purports to meet the requirements of section 10(a)(3) of the Securities Act and is used in connection with an offering of securities subject to Rule 415 under the Securities Act, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act, each such post-effective amendment will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial bona fide offering thereof.

(b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission (the "Commission") such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceedings) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(c) The undersigned hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4,

10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail

or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(d) The undersigned hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

(e) The undersigned hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial bona fide offering thereof.

(f) The undersigned hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) For purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the registration statement will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Denver, State of Colorado, on the 11th day of October, 2000.

QWEST CORPORATION

By: /s/ YASH A. RANA

Yash A. Rana
ASSISTANT SECRETARY

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Yash A. Rana as his attorney in fact and agent, with full power of substitution, for him in any and all capacities, to sign any and all amendments to this Registration Statement (including post-effective amendments), and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons in the capacities and on October 11, 2000.

PRINCIPAL EXECUTIVE OFFICER:

/s/ JOSEPH P. NACCHIO	

Joseph P. Nacchio	Chairman and Chief Executive Officer

PRINCIPAL FINANCIAL OFFICER AND ACCOUNTING OFFICER:

/s/ ROBERT S. WOODRUFF	

Robert S. Woodruff	Executive Vice President Finance & Chief Financial Officer

DIRECTORS:

/s/ DRAKE S. TEMPEST	

Drake S. Tempest	Director
/s/ ROBERT S. WOODRUFF	

Robert S. Woodruff	Director

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION
(1-A)	Purchase Agreement, dated June 5, 2000, among the Registrant and Lehman Brothers Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Banc of America Securities LLC and J.P. Morgan Securities Inc., as representatives of the initial purchasers named therein.
(4-A)	Registration Rights Agreement, dated June 5, 2000, between the Registrant and the initial purchasers named therein.
(4-B)	Forms of Letter of Transmittal, Broker Letters and Notice of Guaranteed Delivery.
(4-C)	Indenture dated as of October 15, 1999 by and between U S WEST Communications, Inc. and Bank One Trust Company, NA as Trustee (Exhibit 4b to Form 10-K for the period ended December 31, 1999, File No. 1-3040). The form or forms of debt securities with respect to each particular series of debt securities registered hereunder will be filed as an exhibit to a Current Report on Form 8-K of U S WEST Communications, Inc. and incorporated herein by reference.
(5-A)	Opinion of O'Melveny & Myers LLP with respect to legality of the securities being registered.
(5-B)	Opinion of Holme Roberts & Owen LLP with respect to authority to issue the securities being registered.
(8)	Opinion of O'Melveny & Myers LLP with respect to certain tax matters (included in Exhibit 5-A.1).
(12)	Computation of Ratio of Earnings to Fixed Charges.
(23-A)	Consent of Arthur Andersen LLP.
(23-B)	Consent of O'Melveny & Myers LLP (included in Exhibit 5-A).
(23-C)	Consent of Holme Roberts & Owen LLP (included in Exhibit 5-B).
(24)	Power of Attorney (included on Signature Page).
(25)	Statement of Eligibility of Trustee (Form T-1).

PURCHASE AGREEMENT

U S WEST COMMUNICATIONS, INC.

\$1,000,000,000

7 5/8% NOTES DUE JUNE 9, 2003

June 5, 2000

Lehman Brothers Inc.
Merrill Lynch & Co.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Banc of America Securities LLC
J.P. Morgan Securities Inc.

As Representatives of the several
Initial Purchasers named in Schedule I hereto

c/o Lehman Brothers Inc.
3 World Financial Center
New York, New York 10285

Dear Sir/Madam:

U S WEST Communications, Inc., a Colorado corporation (the "COMPANY"), confirms its agreement with the several Initial Purchasers listed in Schedule I hereto (the "INITIAL PURCHASERS") for whom Lehman Brothers Inc. and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated are acting as representatives (the "REPRESENTATIVES"), with respect to the issue and sale by the Company and the purchase by the Initial Purchasers, acting severally and not jointly, of the respective principal amounts set forth in Schedule I of \$1,000,000,000 aggregate principal amount of the Company's 7 5/8% Notes due June 9, 2003 (the "SECURITIES"). The Securities will be issued under an Indenture dated as of October 15, 1999 (the "INDENTURE"), between the Company and Bank One Trust Company, NA, as trustee (the "TRUSTEE").

The Securities will have the benefit of a Registration Rights Agreement, dated as of June 5, 2000 (the "REGISTRATION RIGHTS AGREEMENT"), among the Company and the Initial Purchasers, pursuant to which the Company has agreed, for the benefit of the Initial Purchasers and their respective direct and indirect transferees and assigns, to file a registration statement with the Securities and Exchange Commission (the "COMMISSION") registering the Securities or the Exchange Securities (as defined in the Registration Rights Agreement) under the Securities Act of 1933, as amended (the "SECURITIES ACT") subject to the terms and conditions therein specified.

The sale of the Securities to the Initial Purchasers will be made without registration of the Securities under the Securities Act, in reliance upon exemptions therefrom.

In connection with the sale of the Securities, the Company has prepared and will deliver to each Initial Purchaser, on the date hereof or the next succeeding day, copies of a final offering memorandum dated the date hereof (the "FINAL OFFERING MEMORANDUM"), each for use by such Initial Purchaser in connection with its solicitation of purchases of, or offering of, the Securities. "OFFERING MEMORANDUM" means, with respect to any date or time referred to in this Agreement, the most recent offering memorandum (whether the Final Offering Memorandum, or any amendment or supplement to such document), including any exhibits thereto and the documents incorporated by reference therein, which has been prepared and delivered by the Company to the Initial Purchasers in connection with their solicitation of purchases of, or offering of, the Securities.

SECTION 1. PURCHASE AND OFFERING. The Company hereby agrees with the Initial Purchasers as follows:

(a) The Company agrees to issue and sell the Securities to the several Initial Purchasers as hereinafter provided, and each Initial Purchaser, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees to purchase, severally and not jointly, from the Company the respective principal amount of Securities set forth opposite such Initial Purchaser's name in Schedule I hereto at a price (the "PURCHASE PRICE") equal to 99.234% of their principal amount.

(b) The Company understands that the Initial Purchasers intend

(i) to offer privately pursuant to Rule 144A and pursuant to Regulation S under the Securities Act ("REGULATION S") their respective portions of the Securities as soon after this Agreement has become effective as in the judgment of the Initial Purchasers is advisable and (ii) initially to offer the Securities upon the terms set forth in the Offering Memorandum.

(c) The Company confirms that it has authorized the Initial Purchasers, subject to the restrictions set forth below, to distribute copies of the Offering Memorandum in connection with the offering of the Securities.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE INITIAL PURCHASERS. Each Initial Purchaser hereby severally makes to the Company the following representations and agreements:

(i) it is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act; and

(ii) (A) it will not solicit offers for, or offer to sell, the Securities by any form of general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act ("REGULATION D")) and (B) it will solicit offers for the Securities only from, and will offer the Securities only to, persons who it reasonably believes to be (x) in the case of offers inside the United States, "qualified institutional buyers" within the meaning of Rule 144A under the Securities Act and (y) in the case of offers outside the United States, to persons other than U.S. persons ("FOREIGN PURCHASERS", which term shall include dealers or other professional fiduciaries in the United States acting on a discretionary basis for foreign beneficial owners (other than an estate or trust)) that, in each case, in purchasing the Securities are deemed to have represented and agreed as provided in the Offering Memorandum;

With respect to offers and sales outside the United States, as described in clause (ii)(B)(y) above, each Initial Purchaser hereby severally represents and agrees with the Company that:

(i) it understands that no action has been or will be taken by the Company that would permit a public offering of the Securities, or possession or distribution of the Offering Memorandum or any other offering or publicity material relating to the Securities, in any country or jurisdiction where action for that purpose is required;

(ii) it will comply with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Securities or has in its possession or distributes the Offering Memorandum or any such other material, in all cases at its own expense;

(iii) it understands that the Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Rule 144A under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act;

(iv) it has offered the Securities and will offer and sell the Securities (x) as part of its distribution at any time and (y) otherwise until 40 days after the later of the commencement of the offering of the Securities and the Closing Date (as defined herein), only in accordance with Rule 903 of Regulation S. Accordingly, neither such Initial Purchaser, nor any of its Affiliates, nor any persons acting on its behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Securities, and such Initial Purchaser, its Affiliates and any such persons have complied and will comply with the offering restrictions requirement of Regulation S;

(v) it agrees that, at or prior to confirmation of sales of the Securities, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Securities from it during the restricted period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933 (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 their distribution at any time or (ii) otherwise prior to 40 days after the closing of the offering, except in either case in accordance with Regulation S (or Rule 144A, if available) under the Securities Act. Terms used above have the meaning given to them by Regulation S"; and

(vi) it agrees that (i) it has not offered or sold Securities and, prior to six months after the issue date of such Securities, will not offer or sell any such Securities to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted

and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995, (ii) it has complied and will comply with all applicable provisions of the Financial Services Act 1986 with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom, and (iii) it has only issued or passed on and will only issue or pass on in the United Kingdom any document received by it in connection with an issue of Securities to a person who is of a kind described in Article 11 (3) of the Financial Services Act 1986 (Investment Advertisements)(Exemptions) Order 1996 (as amended) or is a person to whom such document may otherwise lawfully be issued or passed on.

Terms used in this Section 2 and not otherwise defined in this Agreement have the meanings given to them by Regulation S.

SECTION 3. PAYMENT. Payment for the Securities shall be made by wire transfer in immediately available funds to the account specified by the Company to the Representatives at 9:00 A.M., New York City time, on June 9, 2000, or at such other time on the same or such other date, not later than the tenth Business Day after such date, as the Representatives and the Company may agree upon in writing. The time and date of such payment are referred to herein as the "CLOSING DATE". As used herein, the term "BUSINESS DAY" means any day other than a day on which banks are permitted or required to be closed in New York City.

Payment for the Securities shall be made against delivery (x) with respect to Securities to be resold to "qualified institutional buyers" by the Initial Purchasers, to the nominee of The Depository Trust Company for the respective accounts of the several Initial Purchasers of the Securities of one or more global notes (collectively, the "RESTRICTED GLOBAL NOTES") representing such Securities and (y) with respect to Securities to be resold to foreign purchasers by the Initial Purchasers, to the nominee of The Depository Trust Company for the respective accounts of the several Initial Purchasers of the Securities of one or more Regulation S global notes (collectively, the "REGULATION S GLOBAL NOTES" and, together with the Restricted Global Notes, the "GLOBAL NOTES") representing such Securities, with any transfer taxes payable in connection with the transfer to the Initial Purchasers of the Securities duly paid by the Company. The Global Notes will be made available for inspection by the Initial Purchasers at the office of Brown & Wood LLP, One World Trade Center, New York, New York 10048 not later than 1:00 P.M., New York City time, on the Business Day prior to the Closing Date.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company represents and warrants to, and agrees with, the several Initial Purchasers as follows:

(a) the Offering Memorandum (other than the information concerning Qwest contained under the caption "Recent Developments-Merger with Qwest-Qwest", as to which no representation is made) will not, in the form used by the Initial Purchasers to confirm sales of the Securities and as of the Closing Date, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such dates, not misleading; PROVIDED, HOWEVER, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with written information furnished to the Company by any Initial Purchaser, or on behalf of any Initial Purchaser by the Representatives, specifically for use therein;

(b) the documents incorporated by reference in the Offering Memorandum (the "INCORPORATED DOCUMENTS"), when they were filed with the Commission, conformed in all material respects to the requirements of the Securities Exchange Act of 1934, as amended (the "EXCHANGE ACT"), and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Offering Memorandum, when such documents are filed with the Commission, will conform in all material respects to the requirements of the Exchange Act, and will not contain an 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;

(c) the financial statements of the Company, together with the related schedules and notes thereto, included and incorporated by reference in the Offering Memorandum, present fairly the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, shareowner's equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved;

(d) since the respective dates as of which information is given in the Offering Memorandum, except as otherwise stated therein, (A) there has been no material adverse change in the financial condition or results of operations of the Company and its subsidiaries, taken as a whole (a "MATERIAL ADVERSE EFFECT"), and (B) there have been no transactions entered into by the Company or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its subsidiaries, taken as a whole;

(e) this Agreement has been duly authorized, executed and delivered by the Company;

(f) the Indenture has been duly authorized, executed and delivered by the Company and (assuming the due authorization, execution and delivery by the Trustee) constitutes the legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law);

(g) the Registration Rights Agreement has been duly authorized by the Company and, when executed and delivered by the Company, will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and except that enforcement of rights to indemnification and contribution contained

therein may be limited by applicable federal or state laws or the public policy underlying such laws;

(h) the Securities have been duly authorized by the Company and, at the Closing Date, will have been duly executed by the Company and, when authenticated, issued and delivered in the manner provided for in the Indenture and delivered against payment of the purchase price therefor as provided in this Agreement, will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be in the form contemplated by, and entitled to the benefits of, the Indenture;

(i) the Exchange Securities have been duly authorized by the Company and, when authenticated, issued and delivered in the manner provided for in the Indenture and issued and delivered in exchange for the Securities in the manner contemplated in the Registration Rights Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be in the form contemplated by, and entitled to the benefits of, the Indenture;

(j) the Securities, the Exchange Securities, the Indenture and the Registration Rights Agreement will conform in all material respects to the respective statements relating thereto contained in the Offering Memorandum;

(k) the execution, delivery and performance of this Agreement and the Registration Rights Agreement and the consummation of the transactions contemplated herein and therein (including, without limitation, the issuance and sale of the Securities) and compliance by the Company with its obligations hereunder and thereunder have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any of its subsidiaries is subject (collectively, "AGREEMENTS AND INSTRUMENTS") (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or bylaws of the Company or any of its subsidiaries or, to the best knowledge of the Company, any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over

the Company or any of its subsidiaries or any of their assets, properties or operations. As used herein, a "REPAYMENT EVENT" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness of the Company or any of its subsidiaries (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any such subsidiary;

(l) except as disclosed in the Offering Memorandum, there is not pending or, to the knowledge of the Company, threatened any action, suit, proceeding, inquiry or investigation to which the Company or any of its subsidiaries is a party or to which the assets, properties or operations of the Company or any of its subsidiaries is subject, before or by any court or governmental agency or body, domestic or foreign, which might reasonably be expected to result in a Material Adverse Effect or which might reasonably be expected to materially and adversely affect the assets, properties or operations of the Company and its subsidiaries, taken as a whole, or the consummation of the transactions contemplated by this Agreement or the Indenture or the performance by the Company of its obligations hereunder or thereunder;

(m) the Company and its subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "GOVERNMENTAL LICENSES") issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by them; the Company and its subsidiaries are in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, have a Material Adverse Effect; all of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not have a Material Adverse Effect; and neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect;

(n) none of the Company or any of its affiliates (as defined in Rule 501(b) of Regulation D) has directly, or through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the Securities in a manner that would require the registration under the Securities Act of the offering contemplated by the Offering Memorandum;

(o) none of the Company, any affiliate of the Company or any person acting on its or their behalf has offered or sold the Securities by means of any general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act, or by means of any directed selling efforts within the meaning of Rule 902 under the Securities Act, and the Company, any affiliate of the Company and any person acting on its or their behalf has complied with and will implement the "offering restrictions" requirements of Regulation S;

(p) the Securities satisfy the requirements set forth in Rule 144A(d)(3) under the Securities Act;

(q) assuming the accuracy of the representations of the Initial Purchasers contained in Section 2 hereof, it is not necessary in connection with the offer, sale and delivery of the

Securities in the manner contemplated by this Agreement to register the Securities under the Securities Act or to qualify an indenture under the Trust Indenture Act of 1939 (the "TRUST INDENTURE ACT"); and

(r) none of the transactions contemplated by this Agreement (including, without limitation, the use of the proceeds from the sale of the Securities) will violate or result in a violation of Section 7 of the Exchange Act, or any regulation promulgated thereunder, including, without limitation, Regulations T, U, and X of the Board of Governors of the Federal Reserve System.

SECTION 5. COVENANTS OF THE COMPANY. The Company covenants and agrees with the several Initial Purchasers as follows:

(a) to deliver to the Initial Purchasers as many copies of the Offering Memorandum (including all amendments and supplements thereto) as the Initial Purchasers may reasonably request;

(b) before distributing any amendment or supplement to the Offering Memorandum, to furnish to the Representatives a copy of the proposed amendment or supplement for review and not to distribute any such proposed amendment or supplement to which the Representatives reasonably object;

(c) if, at any time prior to the earlier of (i) three months from the date of the Offering Memorandum and (ii) notice by the Representatives to the Company of the completion of the initial placement of the Securities, any event shall occur as a result of which the Offering Memorandum as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Offering Memorandum to comply with law, forthwith to prepare and furnish, at the expense of the Company, to the Initial Purchasers and to the dealers (whose names and addresses the Representatives will furnish to the Company) to which Securities may have been sold by the Initial Purchasers on behalf of the Initial Purchasers and to any other dealers upon request, such amendments or supplements to the Offering Memorandum as may be necessary to correct such statement or omission or to effect compliance with law;

(d) to endeavor to qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request and to continue such qualification in effect so long as reasonably required for distribution of the Securities; PROVIDED that the Company shall not be required to file a general consent to service of process in any jurisdiction;

(e) during the period of two years after the date hereof, to furnish to the Initial Purchasers, as soon as practicable after the end of each fiscal year, a copy of the Company's annual report to shareholders, if any, for such year, and to furnish to the Initial Purchasers and to counsel to the Initial Purchasers, (i) as soon as available, a copy of each report of the Company filed with the Commission under the Exchange Act or mailed to stockholders, and (ii) from time

to time, such other non-confidential information concerning the Company as the Initial Purchasers may reasonably request;

(f) during the period beginning on the date hereof and continuing to and including the Business Day following the Closing Date, not to, directly or indirectly, sell, offer to sell, grant any option for the sale of, or otherwise dispose of, any of its senior debt securities having a maturity of one year or more without the prior written consent of the Representatives;

(g) to use the net proceeds received by the Company from the sale of the Securities pursuant to this Agreement in the manner specified in the Offering Memorandum under the caption "Use of Proceeds";

(h) if requested by the Representatives, to use its best efforts to cause the Securities to be eligible for the PORTAL trading system of the National Association of Securities Dealers, Inc.;

(i) to make available to the holders of the Securities no later than 90 days after the end of each fiscal year an annual report (including a balance sheet and statements of income, shareowner's equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, no later than 45 days after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the date of the Offering Memorandum), consolidated summary financial information of the Company and its subsidiaries of such quarter in reasonable detail;

(j) during the period of two years after the Closing Date, the Company will not, and will not permit any of its "affiliates" (as defined in Rule 144 under the Securities Act) to, resell any of the Securities which constitute "restricted securities" under Rule 144 that have been reacquired by any of them;

(k) whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder and under the Registration Rights Agreement, including without limiting the generality of the foregoing, all fees, costs and expenses (i) of the Company's counsel, accountants and other advisors and agents, as well as the fees and disbursements of the Trustee and its counsel, (ii) incident to the preparation, issuance, execution, authentication and delivery of the Securities, including any expenses of the Trustee, (iii) incident to the preparation, printing and distribution of the Offering Memorandum (including all exhibits, amendments and supplements thereto), (iv) incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the laws of such jurisdictions as the Representatives may designate (including reasonable fees of counsel for the Initial Purchasers and their disbursements) and the printing of memoranda relating thereto, (v) in connection with the approval for trading of the Securities on any securities exchange or inter-dealer quotation system (as well as in connection with the designation of the Securities as PORTAL securities, if so requested), (vi) in connection with the printing (including word processing and duplication costs) and delivery of this Agreement, the Indenture, any Preliminary and Supplemental Blue Sky Memoranda and any Legal Investment Survey and the furnishing to Initial Purchasers and dealers of copies of the Offering Memorandum, including mailing and

shipping, as herein provided and, (vii) payable to rating agencies in connection with the rating of the Securities, if applicable;

(l) while the Securities remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) and cannot be sold without restriction under Rule 144(k) under the Securities Act, the Company will, during any period in which the Company is not subject to Section 13 or 15(d) under the Exchange Act or is not complying with the reporting requirements thereof, make available to the purchasers and any holder of Securities in connection with any sale thereof and any prospective purchaser of Securities and securities analysts, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act (or any successor thereto);

(m) the Company will not take any action prohibited by Regulation M under the Exchange Act, in connection with the distribution of the Securities contemplated hereby;

(n) none of the Company, any of its affiliates (as defined in Rule 501(b) under the Securities Act) or any person acting on behalf of the Company or such affiliate will solicit any offer to buy or offer or sell the Securities by means of any form of general solicitation or general advertising, including:

(i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio; and

(ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising;

(o) none of the Company, any of its affiliates (as defined in Rule 144(a)(1) under the Securities Act) or any person acting on behalf of any of the foregoing will engage in any directed selling efforts with respect to the Securities within the meaning of Regulation S under the Securities Act; and

(p) none of the Company, any of its affiliates (as defined in Regulation 501(b) of Regulation D under the Securities Act) or any person acting on behalf of the Company or such affiliate will sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which will be integrated with the sale of the Securities in a manner which would require the registration under the Securities Act of the Securities and the Company will take all action that is appropriate or necessary to assure that its offerings of other securities will not be integrated for purposes of the Securities Act with the offering contemplated hereby.

SECTION 6. CONDITIONS OF THE OBLIGATIONS OF THE INITIAL PURCHASERS. The obligations of the several Initial Purchasers to purchase and pay for the Securities on the Closing Date are subject to the accuracy of the representations and warranties on the part of the Company contained herein, to the accuracy of the statements of the officers of the Company made pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions precedent:

(a) On the date of this Agreement and on the Closing Date, the Representatives shall have received executed copies of letters of Arthur Andersen LLP, addressed to the Company and the Representatives, substantially in the forms previously approved by the Representatives.

(b) The Representatives shall have received an opinion or opinions, dated the Closing Date, of Cadwalader, Wickersham & Taft, counsel for the Company, to the effect that:

(i) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Colorado and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(ii) The execution, delivery and performance of the Indenture by the Company have been duly authorized by all necessary corporate action on the part of the Company. The Indenture has been duly and validly executed and delivered by the Company and (assuming the due authorization, execution and delivery thereof by the Trustee), constitutes the legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditor's rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(iii) The Securities, when duly executed and authenticated in the manner contemplated in the Indenture and issued and delivered to the Initial Purchasers against payment therefor in accordance with the provisions hereof, will constitute legal, valid and binding obligations of the Company, entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditor's rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(iv) The Exchange Securities have been duly authorized by the Company and, when duly executed in the manner contemplated in the Indenture and issued and delivered in exchange for the Securities in the manner contemplated in the Registration Rights Agreement, will constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditor's rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity), and will be in the form contemplated by, and entitled to the benefits of, the Indenture.

(v) The execution, delivery and performance of this Agreement by the Company have been duly authorized by all necessary corporate action on the part of the Company; and this Agreement has been duly and validly executed and delivered by the Company.

(vi) The Registration Rights Agreement has been duly authorized, executed and delivered by the Company, and is a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditor's rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity), and except that enforcement of rights to indemnification and contribution contained therein may be limited by applicable federal or state laws or the public policy underlying such laws.

(vii) No consent, approval, authorization or other action by, or filing or registration with, any federal governmental authority is required in connection with the execution and delivery by the Company of the Indenture or the issuance and sale of the Securities to the Initial Purchasers pursuant to the terms of this Agreement, except such as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Securities by the Initial Purchasers.

(viii) The statements in the Offering Memorandum under the headings "Description of Notes", "Exchange Offer; Registration Rights" and "Notice to Investors" insofar as such statements constitute a summary of certain provisions of the documents referred to therein, are accurate in all material respects.

(ix) The Securities satisfy the requirements set forth in Rule 144A(d)(3) under the Securities Act.

(x) Based upon the representations, warranties and agreements of the Company in Sections 4(n), 4(o), 5(n) 5(o) and 5(p) of this Agreement and of the Initial Purchasers in Section 2 of this Agreement and on the truth and accuracy of the representations and agreements deemed to be made by the Company and the purchasers of the Securities contained in the Offering Memorandum, it is not necessary in connection with the offer, sale and delivery of the Securities to the Initial Purchasers under this Agreement or in connection with the initial resale of such Securities by the Initial Purchasers in accordance with Section 2 of this Agreement to register the Securities under the Securities Act or to qualify the Indenture under the Trust Indenture Act; provided, however, that such counsel need not express any opinion with respect to the conditions under which the Securities may be further resold.

In rendering such opinion, such counsel may rely as to matters of fact, to the extent such counsel deems proper, on certificates of responsible officers of the Company and of public officials. Such counsel may also rely as to matters of Colorado law upon the opinion referred to in Section 6(d) without independent verification.

In addition, such counsel shall state that it has participated in conferences with representatives of the Company and with the Representatives and their counsel, at which conferences the contents of the Offering Memorandum and related matters were discussed; such counsel has not independently verified and are not passing upon and assume no responsibility for

the accuracy, completeness or fairness of the statements contained in the Offering Memorandum and the limitations inherent in the examination made by such counsel and the nature and extent of such counsel's participation in such conferences are such that such counsel is unable to assume, and does not assume, any responsibility for the accuracy, completeness or fairness of such statements; however, based upon such counsel's participation in the aforesaid conferences, no facts have come to its attention which lead it to believe that the Incorporated Documents (except as to the financial statements and the notes thereto, and the other financial, statistical and accounting data included or incorporated by reference therein or omitted therefrom, as to which such counsel need express no belief), when they were filed with the Commission, complied as to form in all material respects with the requirements of the Exchange Act and the rules and regulations of the Commission thereunder or that the Offering Memorandum (except as to the financial statements and the notes thereto, and the other financial, statistical and accounting data included or incorporated by reference therein or omitted therefrom), as of its issue date or at the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Such opinion may state that it does not address the impact on the opinions contained therein of any litigation or ruling relating to the divestiture by American Telephone and Telegraph Company of ownership of its operating telephone companies (the "DIVESTITURE").

(c) The Representatives shall have received from Initial Purchasers' Counsel an opinion, dated the Closing Date, with respect to the validity of the Indenture and the Securities, and such other related matters as the Initial Purchasers may reasonably request. In rendering such opinion, such counsel may rely as to matters of Colorado law upon the opinion referred to in Section 6(d) without independent verification.

(d) The Representatives shall have received an opinion or opinions, dated the Closing Date, of the corporate counsel of the Company, to the effect that:

(i) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Colorado and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(ii) The execution, delivery and performance of the Indenture by the Company have been duly authorized by all necessary corporate action on the part of the Company. The Indenture has been duly and validly executed and delivered by the Company and (assuming the due authorization, execution and delivery thereof by the Trustee), constitutes the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditor's rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(iii) The Securities, when duly executed and authenticated in the manner contemplated in the Indenture and issued and delivered to the Initial Purchasers against payment therefor in accordance with the provisions hereof, will constitute legal, valid and binding obligations of the Company, entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditor's rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(iv) The Exchange Securities have been duly authorized by the Company and, when duly executed in the manner contemplated in the Indenture and issued and delivered in exchange for the Securities in the manner contemplated in the Registration Rights Agreement, will constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditor's rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(v) The execution, delivery and performance of this Agreement by the Company have been duly authorized by all necessary corporate action on the part of the Company; and this Agreement has been duly and validly executed and delivered by the Company.

(vi) The Registration Rights Agreement has been duly authorized, executed and delivered by the Company, and is a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditor's rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity), and except that enforcement of rights to indemnification and contribution contained therein may be limited by applicable federal or state laws or the public policy underlying such laws.

(vii) To the best of his knowledge, neither the Company nor any of its subsidiaries is in violation of its charter or by-laws and no default by the Company or any of its subsidiaries exists in the due performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument that is described or referred to in the Offering Memorandum.

(viii) To the best of his knowledge, the execution, delivery and performance of this Agreement and the Registration Rights Agreement by the Company and the

consummation of the transactions contemplated herein and therein (including, without limitation, the issuance and sale of the Securities) and compliance by the Company with its obligations hereunder and thereunder will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to the Agreements and Instruments (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not result in a Material Adverse Effect), or, to the best of his knowledge, result in any violation of the provisions of any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of their assets, properties or operations.

(ix) All state regulatory consents, approvals, authorizations or other orders (except as to the state securities or Blue Sky laws, as to which such counsel need express no opinion) legally required for the execution of the Indenture and the issuance and sale of the Securities to the Initial Purchasers pursuant to the terms of this Agreement have been obtained; provided that such counsel may rely on opinions of local counsel satisfactory to said counsel.

(x) The enforceability and the legal, valid and binding nature of the respective agreements and obligations of the Company set forth in the Indenture, the Registration Rights Agreement, the Securities and the Exchange Securities (collectively, the "AGREEMENTS") are not affected by, and the performance of the obligations set forth in such Agreements, the issuance and sale of the Securities and the consummation of the transactions contemplated by such Agreements are not prevented or restricted by, any action, suit, proceeding, order or ruling relating to or issued or arising as a result of, the Divestiture.

(xi) To the best of such counsel's knowledge, there is not pending or threatened any action, suit, proceeding, inquiry or investigation to which the Company or any of its subsidiaries is a party or to which the assets, properties or operations of the Company or any of its subsidiaries is subject, before or by any court or governmental agency or body, domestic or foreign, which might reasonably be expected to result in a Material Adverse Effect or which might reasonably be expected to materially and adversely affect the assets, properties or operations thereof or the consummation of the transactions contemplated by this Agreement, the Registration Rights Agreement or the Indenture or the performance by the Company of its obligations hereunder or thereunder.

In rendering such opinion, such counsel may rely as to matters of New York law upon the opinion referred to in Section 6(b) without independent verification.

(e) The Representatives shall have received a certificate, on and as of the Closing Date, of the President or any Vice President and the Treasurer or any Assistant Treasurer of the Company in which such officers shall state that, to the best of their knowledge after reasonable investigation, the representations and warranties of the Company in this Agreement are true and

correct as if made at and as of the Closing Date, that the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date, and that, subsequent to the date of the Offering Memorandum, there has been no material adverse change in the financial condition or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth in or contemplated by the Offering Memorandum.

(f) The Initial Purchasers shall have received prior to the Closing Date a copy of the Registration Rights Agreement, in the form and substance satisfactory to the Initial Purchasers, duly executed by the Company, and the Registration Rights Agreement shall be in full force and effect at the Closing Date;

The Company will furnish the Initial Purchasers with such conformed copies of such opinions, certificates, letters and documents as they reasonably request.

In case any of the conditions specified above in this Section 6 shall not have been fulfilled, this Agreement may be terminated by the Representatives by delivering written notice of termination to the Company. Any such termination shall be without liability of any party to any other party except to the extent provided in Sections 5(k), 8 and 9 hereof.

SECTION 7. CONDITION OF THE OBLIGATIONS OF THE COMPANY. The obligation of the Company to sell and deliver the Securities are subject to the following conditions precedent:

(a) Concurrently with or prior to the delivery of the Securities to each Initial Purchaser, the Company shall receive the full purchase price specified in Schedule I hereto to be paid for the Securities.

(b) The written information furnished to the Company by any Initial Purchaser, or on behalf of any Initial Purchaser by the Representatives, specifically for use in the Offering Memorandum as contemplated by Section 2 and Section 8(b) shall be true and accurate in all material respects.

In case any of the conditions specified above in this Section 7 shall not have been fulfilled, this Agreement may be terminated by the Company by delivering written notice of termination to the Representatives. Any such termination shall be without liability of any party to any other party except to the extent provided in Sections 5(k), 8 and 9 hereof.

SECTION 8. INDEMNIFICATION AND CONTRIBUTION. (a) The Company will indemnify and hold harmless each Initial Purchaser against any losses, claims, damages or liabilities, joint or several, to which such Initial Purchaser may become subject, as incurred, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Final Offering Memorandum, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and will reimburse each Initial Purchaser, as incurred, for any legal or other expenses reasonably incurred by such Initial Purchaser in connection with investigating or defending any such loss, claim, damage, liability or

action or amounts paid in settlement of any litigation or investigation or proceeding related thereto if such settlement is effected with the written consent of the Company; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents in reliance upon and in conformity with written information furnished to the Company by any Initial Purchaser, or on behalf of any Initial Purchaser by the Representatives, specifically for use therein.

(b) Each Initial Purchaser will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, as incurred, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Final Offering Memorandum or any amendment or supplement thereto, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the 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 was made in reliance upon and in conformity with written information furnished to the Company by any Initial Purchaser, or on behalf of such Initial Purchaser by the Representatives, specifically for use therein, and will reimburse the Company, as incurred, for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such loss, claim, damage, liability or action.

(c) Promptly after receipt by an indemnified party under this

Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section 8. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party or parties shall not be liable under this Agreement with respect to any settlement made by any indemnified party or parties without prior written consent by the indemnifying party or parties to such settlement.

(d) If the indemnification provided for in this Section 8 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Initial Purchasers on the other from the offering of the Securities 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 in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities 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 shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total discounts and commissions received by the Initial Purchasers. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Initial Purchasers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection

(d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Initial Purchaser shall be required to contribute any amount in excess of the amount by which the total price at which the Securities purchased by it were offered exceeds the amount of any damages which such Initial Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11 (f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers' obligations in this subsection (d) to contribute are several in proportion to the respective principal amount of the Securities set forth opposite their names in Schedule I hereto, and not joint.

(e) The obligations of the Company under this Section 8 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Initial Purchaser within the meaning of the Securities Act or the Exchange Act; and the obligations of the Initial Purchasers under this Section 8 shall be in addition to any liability which the respective Initial Purchasers may otherwise have and shall extend, upon the same terms and conditions and to each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act.

SECTION 9. SURVIVAL OF CERTAIN REPRESENTATIONS AND OBLIGATIONS. The respective indemnities, agreements, representations, warranties and other statements of the Company or 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, or statement as to the results thereof, made by or on behalf of any Initial Purchaser, the Company or of any of their officers or directors or any controlling person, and will survive delivery of and payment for the Securities. If the purchase of the Securities by the Initial Purchasers is not consummated for any reason other than a default by one or more of the Initial Purchasers, the Company shall remain responsible for the expenses to be paid or reimbursed by them pursuant to Section 5(k), the respective obligations of the Company and the Initial Purchasers pursuant to Section 8 shall remain in effect, and the Company will reimburse the Representatives for the reasonable out-of-pocket expenses of the Initial Purchasers, not exceeding \$75,000, and for the fees and

disbursements of Initial Purchasers' Counsel, the Initial Purchasers agreeing to pay such expenses, fees and disbursements in any other event. In no event will the Company be liable to any of the Initial Purchasers for damages on account of loss of anticipated profits.

SECTION 10. NOTICES. All communications hereunder will be in writing and, if sent to the Initial Purchasers will be mailed, delivered or telecopied and confirmed to the them c/o Lehman Brothers Inc., 3 World Financial Center, New York, New York, 10285, Attention: Fixed Income Syndicate, or, if sent to the Company, will be mailed, delivered or telecopied and confirmed to it at 1801 California Street, Denver, Colorado 80202, Attention: Treasurer.

SECTION 11. SUCCESSORS. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 8, and no other person will have any right or obligation hereunder.

SECTION 12. GOVERNING LAW. The validity and interpretation of this Agreement shall be governed by the laws of the State of New York.

SECTION 13. DEFAULT BY INITIAL PURCHASERS. If, on the Closing Date any one or more of the Initial Purchasers shall fail or refuse to purchase Securities which it or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Securities which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of the Securities to be purchased on such date, the other Initial Purchasers shall be obligated severally in the proportions that the principal amount of Securities set forth opposite their respective names in Schedule I bears to the aggregate principal amount of Securities set forth opposite the names of all such non-defaulting Initial Purchasers, or in such other proportions as the Initial Purchasers may specify, to purchase the Securities which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase on such date; PROVIDED that in no event shall the principal amount of Securities that any Initial Purchaser has agreed to purchase pursuant to Section 1 be increased pursuant to this Section 13 by an amount in excess of one-tenth of such principal amount of Securities without the written consent of such Initial Purchaser. If, on the Closing Date any Initial Purchaser or Initial Purchasers shall fail or refuse to purchase Securities which it or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Securities with respect to which such default occurs is more than one-tenth of the aggregate principal amount of Securities to be purchased on such date, and arrangements satisfactory to the Initial Purchasers and the Company for the purchase of such Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Initial Purchaser or the Company. In any such case either the Initial Purchasers or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Offering Memorandum or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Initial Purchaser from liability in respect of any default of such Initial Purchaser under this Agreement.

Nothing contained in this Section 13 shall relieve a defaulting Initial Purchaser of any liability it may have to the Company for damages caused by its default. If other Initial Purchasers are obligated or agree to purchase the Securities of a defaulting or withdrawing Initial

Purchaser, either the Representatives or the Company may postpone the Closing Date for up to seven full business days in order to effect any changes that in the opinion of counsel for the Company or Initial Purchasers' Counsel may be necessary in the Offering Memorandum or in any other document or arrangement.

SECTION 14. TERMINATION. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) there has been, since the respective dates as of which information is given in the Offering Memorandum, any change in the financial condition of the Company and its subsidiaries, taken as a whole, or in the earnings, affairs or business prospects of the Company and its subsidiaries, taken as a whole, whether or not arising in the ordinary course of business, the effect of which is, in the judgment of the Representatives, so material and adverse as to make it impracticable to market the Securities or enforce contracts for the sale thereof, (ii) trading in the Company's securities shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange, (iii) a banking moratorium shall have been declared either by federal or New York State authorities, (iv) there shall have occurred any material adverse change in the financial markets of the United States or any outbreak or material escalation of hostilities or other calamity or crisis the effect of which on the financial markets of the United States is such as to make it, in the judgment of the Representatives, impracticable to market the Securities or enforce contracts for the sale thereof, or (v) any rating of any debt securities of the Company shall have been lowered by Moody's Investors Services, Inc. ("MOODY'S") or Standard & Poor's Ratings Services ("S&P") or either Moody's or S&P shall have publicly announced that it has any such debt securities under consideration for possible downgrade.

SECTION 15. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to us the enclosed duplicate hereof, whereupon it will become a binding agreement among the Company and the Initial Purchasers in accordance with its terms.

Very truly yours,

U S WEST COMMUNICATIONS INC.

By: /s/ SEAN P. FOLEY

Name: Sean P. Foley

Title: Vice President and Treasurer

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

**LEHMAN BROTHERS INC.
MERRILL LYNCH & CO.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
BANC OF AMERICA SECURITIES LLC
J.P. MORGAN SECURITIES INC.**

By: Lehman Brothers Inc.

By: /s/ MARTIN GOLDBERG

Authorized Signatory

For themselves and as Representatives of the other Initial Purchasers named in Schedule I hereto

SCHEDULE I

Name of Initial Purchaser	Principal Amount of Notes
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Lehman Brothers Inc.....	\$335,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated Inc.....	335,000,000
Banc of America Securities LLC.....	125,000,000
J.P. Morgan Securities Inc.....	125,000,000
Banc One Capital Markets, Inc.....	10,000,000
Commerzbank Capital Markets Corporation.....	10,000,000
First Union Securities, Inc.....	10,000,000
McDonald Investments Inc., A KeyCorp Company.....	10,000,000
RBC Dominion Securities Corporation.....	10,000,000
U.S. Bancorp Piper Jaffray Inc.....	10,000,000
Wells Fargo Bank.....	10,000,000
The Williams Capital Group, L.P.....	10,000,000

Total.....	\$1,000,000,000

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "AGREEMENT") is made and entered into as of June 5, 2000 among U S WEST Communications, Inc., a Colorado corporation (the "COMPANY"), and the Initial Purchasers (as hereinafter defined).

This Agreement is made pursuant to the Purchase Agreement dated June 5, 2000 (the "PURCHASE AGREEMENT"), among the Company, as issuer of the 7 5/8% Notes due June 9, 2003 (the "SECURITIES"), and the Initial Purchasers, which provides for, among other things, the sale by the Company to the Initial Purchasers of the aggregate principal amount of Securities specified therein. In order to induce the Initial Purchasers to enter into the Purchase Agreement, the Company has agreed to provide to the Initial Purchasers and their direct and indirect transferees the registration rights set forth in this Agreement. The execution and delivery of this Agreement is a condition to the closing under the Purchase Agreement.

In consideration of the foregoing, the parties hereto agree as follows:

SECTION 1. DEFINITIONS. As used in this Agreement, the following capitalized defined terms shall have the following meanings:

"ADVICE" shall have the meaning set forth in the last paragraph of Section 3 hereof.

"AFFILIATE" has the same meaning as given to that term in Rule 405 under the Securities Act or any successor rule thereunder.

"APPLICABLE PERIOD" shall have the meaning set forth in Section 3(t) hereof.

"BUSINESS DAY" means any day other than a day on which banks are permitted or required to be closed in The City of New York.

"COMPANY" shall have the meaning set forth in the preamble to this Agreement and also includes the Company's successors and permitted assigns.

"DEPOSITARY" shall mean The Depository Trust Company, or any other depositary appointed by the Company; PROVIDED, HOWEVER, that such depositary must have an address in the Borough of Manhattan, The City of New York.

"EFFECTIVENESS PERIOD" shall have the meaning set forth in Section 2(b) hereof.

"EXCHANGE ACT" shall mean the Securities Exchange Act of 1934, as amended from time to time.

"EXCHANGE OFFER" shall mean the offer by the Company to the Holders to exchange all of the Registrable Securities for a like amount of EXCHANGE SECURITIES pursuant to Section 2(a) hereof.

"EXCHANGE OFFER REGISTRATION" shall mean a registration under the Securities 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 documents incorporated by reference therein.

"EXCHANGE PERIOD" shall have the meaning set forth in Section 2(a) hereof.

"EXCHANGE SECURITIES" shall mean the 7% Notes due June 9, 2003 issued by the Company under the Indenture containing terms identical in all material respects to the Securities (except that (i) interest thereon shall accrue from the last date on which interest was paid or duly provided for on the Securities or, if no such interest has been paid, from the date of their original issue, (ii) they will not contain terms with respect to transfer restrictions under the Securities Act and (iii) they will not provide for any Special Interest Premium thereon) to be offered to Holders of Securities in exchange for Securities pursuant to the Exchange Offer.

"HOLDER" shall mean any Initial Purchaser, for so long as it owns any Registrable Securities, and each of its successors, assigns and direct and indirect transferees who become registered owners of Registrable Securities under the Indenture.

"INDENTURE" shall mean the Indenture, dated as of October 15, 1999, between the Company, as issuer, and Bank One Trust Company, NA, as trustee, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

"INITIAL PURCHASERS" shall mean Lehman Brothers Inc., Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Banc of America Securities LLC, J.P. Morgan Securities Inc., Banc One Capital Markets, Inc., Commerzbank Capital Markets Corporation, First Union Securities, Inc., McDonald Investments Inc., A KeyCorp Company, RBC Dominion Securities Corporation, U.S. Bancorp Piper Jaffray Inc., Wells Fargo Bank and The Williams Capital Group, L.P.

"INSPECTORS" shall have the meaning set forth in Section 3(n) hereof.

"ISSUE DATE" shall mean June 9, 2000, the initial date of delivery of the Securities from the Company to the Initial Purchasers.

"MAJORITY HOLDERS" shall mean the Holders of a majority of the aggregate principal amount of outstanding Securities.

"PARTICIPATING BROKER-DEALER" shall have the meaning set forth in Section 3(t) hereof.

"PERSON" shall mean an individual, partnership, corporation, trust or unincorporated organization, limited liability corporation, or a government or 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 a prospectus, including post-effective amendments, and in each case including all documents incorporated by reference therein.

"PURCHASE AGREEMENT" shall have the meaning set forth in the preamble to this Agreement.

"RECORDS" shall have the meaning set forth in Section 3(n) hereof.

"REGISTRABLE SECURITIES" shall mean the Securities; PROVIDED, HOWEVER, that any Securities shall cease to be Registrable Securities when any of the following occurs: (i) a Registration Statement with respect to such Securities for the exchange or resale thereof shall have been declared effective under the Securities Act and such Securities shall have been disposed of pursuant to such Registration Statement, (ii) such Securities shall have been sold to the public pursuant to Rule 144(k) (or any similar provision then in force, but not Rule 144A) under the Securities Act or are eligible to be sold without restriction as contemplated by Rule 144(k), (iii) such Securities shall have ceased to be outstanding or (iv) such Securities shall have been exchanged for Exchange Securities upon consummation of the Exchange Offer and are thereafter freely tradable by the Holder thereof (other than an Affiliate of the Company).

"REGISTRATION EXPENSES" shall mean any and all expenses incident to performance of or compliance by the Company with this Agreement, including without limitation: (i) all SEC or National Association of Securities Dealers, Inc. (the "NASD") registration and filing fees, including, if applicable, the fees and expenses of any "qualified independent underwriter" (and its counsel) that is required to be retained by any Holder of Registrable Securities in accordance with the rules and regulations of the NASD, (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 and Holders as a group in connection with blue sky qualification of any of the Exchange Securities or Registrable Securities) and compliance with the rules of the NASD, (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, printing and distributing any Registration Statement, any Prospectus and any amendments or supplements thereto, and in preparing or assisting in preparing, printing and distributing any underwriting agreements, securities sales agreements and other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees, (v) the fees and disbursements of counsel for the Company and of the independent certified public accountants of the Company and its subsidiaries, including the expenses of any "cold comfort" letters required by or incident to the performance of and compliance with this Agreement, (vi) the reasonable fees and expenses of the Trustee and its counsel and any exchange agent or custodian, and (vii) the reasonable fees and expenses of any special experts retained by the Company in connection with any Registration Statement.

"REGISTRATION STATEMENT" shall mean any registration statement of the Company which 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 documents incorporated by reference therein.

"RULE 144(k) PERIOD" shall mean the period of two years (or such shorter period as may hereafter be referred to in Rule 144(k) under the Securities Act (or similar successor rule)) commencing on the Issue Date.

"SEC" shall mean the Securities and Exchange Commission.

"SECURITIES" shall have the meaning set forth in the preamble to this Agreement.

"SECURITIES ACT" shall mean the Securities Act of 1933, as amended from time to time.

"SHELF REGISTRATION" shall mean a registration effected pursuant to Section 2(b) hereof.

"SHELF REGISTRATION EVENT" shall have the meaning set forth in Section 2(b) hereof.

"SHELF REGISTRATION EVENT DATE" shall have the meaning set forth in Section 2(b) hereof.

"SHELF REGISTRATION STATEMENT" shall mean a "shelf" registration statement of the Company pursuant to the provisions of Section 2(b) hereof which covers all of the Registrable Securities (except Registrable Securities which the Holders have elected not to include in such Shelf Registration Statement or the Holders of which have not complied with their obligations under the penultimate paragraph of Section 3 hereof or under the penultimate sentence of Section 2(b) hereof) on an appropriate form under Rule 415 under the Securities 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 documents incorporated by reference therein.

"SPECIAL INTEREST PREMIUM" shall have the meaning set forth in Section 2(e) hereof.

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

"TRUSTEE" shall mean the trustee under the Indenture.

SECTION 2. REGISTRATION UNDER THE SECURITIES ACT.

(a) EXCHANGE OFFER. Except as set forth in Section 2(b) below, the Company shall, for the benefit of the Holders, at the Company's cost, use its reasonable best efforts to (i) file with the SEC within 150 calendar days after the Issue Date an Exchange Offer Registration Statement on an appropriate form under the Securities Act relating to the Exchange Offer, (ii) cause such Exchange Offer Registration Statement to be declared effective under the Securities Act by the SEC not later than the date which is 180 calendar days after the Issue Date, (iii) keep such Exchange Offer Registration Statement effective for not less than 30 calendar days (or longer if required by applicable law) after the date notice of the Exchange Offer is mailed to the Holders and (iv) cause the Exchange Offer to be consummated within 225 calendar days after the Issue Date. Promptly after the effectiveness of the Exchange Offer Registration Statement, the Company shall commence the Exchange Offer, it being the objective of such Exchange Offer to

enable each Holder eligible and electing to exchange Registrable Securities for a like principal amount of Exchange Securities (provided that such Holder

(i) is not an Affiliate of the Company, (ii) is not a broker-dealer tendering Registrable Securities acquired directly from the Company, (iii) acquires the Exchange Securities in the ordinary course of such Holder's business and (iv) has no arrangements or understandings with any Person to participate in the Exchange Offer for the purpose of distributing the Exchange Securities) to transfer such Exchange Securities from and after their receipt without any limitations or restrictions under the Securities Act and under state securities or blue sky laws.

In connection with the Exchange Offer, the Company shall:

(i) mail to each Holder a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(ii) keep the Exchange Offer open for acceptance for a period of not less than 30 days after the date notice thereof is mailed to the Holders (or longer if required by applicable law) (such period referred to herein as the "EXCHANGE PERIOD");

(iii) utilize the services of the Depositary for the Exchange Offer with respect to Securities represented by a global certificate;

(iv) permit Holders to withdraw tendered Registrable Securities at any time prior to the close of business, New York City time, on the last Business Day of the Exchange Period, by sending to the institution specified in the notice to Holders, a telegram, telex, 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 Registrable Securities exchanged;

(v) notify each Holder that any Registrable Security not tendered by such Holder in the Exchange Offer will remain outstanding and continue to accrue interest but will not retain any rights under this Agreement (except in the case of the Initial Purchasers and Participating Broker-Dealers as provided herein); and

(vi) otherwise comply in all respects with all applicable laws relating to the Exchange Offer.

As soon as practicable after the close of the Exchange Offer, the Company shall:

(i) accept for exchange all Registrable Securities or portions thereof duly tendered and not validly withdrawn pursuant to the Exchange Offer in accordance with the terms of the Exchange Offer Registration Statement and letter of transmittal which is an exhibit thereto;

(ii) deliver, or cause to be delivered, to the Trustee for cancellation all Registrable Securities or portions thereof so accepted for exchange by the Company; and

(iii) issue, and cause the Trustee under the Indenture to promptly authenticate and deliver to each Holder, Exchange Securities equal in principal amount to the principal amount of the Securities as are surrendered by such Holder.

Interest on each Exchange Security issued pursuant to the Exchange Offer will accrue from the last date on which interest was paid or duly provided for on the Security surrendered in exchange therefor or, if no interest has been paid on such Security, from the Issue Date. To the extent not prohibited by any law or applicable interpretation of the staff of the SEC, the Company shall use reasonable best efforts to complete the Exchange Offer as provided above, and shall comply with the applicable requirements of the Securities Act, the Exchange Act and other applicable laws in connection with the Exchange Offer. The Exchange Offer shall not be subject to any conditions other than the conditions referred to in Section 2(b)(i) and (ii) below and those conditions that are customary in similar exchange offers. Each Holder of Registrable Securities who wishes to exchange such Registrable Securities for Exchange Securities in the Exchange Offer will be required to make certain customary representations in connection therewith, including, in the case of any Holder, representations that (i) it is not an Affiliate of the Company, (ii) it is not a broker-dealer tendering Registrable Securities acquired directly from the Company, (iii) the Exchange Securities to be received by it are being acquired in the ordinary course of its business and (iv) at the time of the Exchange Offer, it has no arrangements or understandings with any Person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Securities. The Company shall inform the Initial Purchasers, after consultation with the Trustee, of the names and addresses of the Holders to whom the Exchange Offer is made, and the Initial Purchasers shall have the right to contact such Holders in order to facilitate the tender of Registrable Securities in the Exchange Offer.

Upon consummation of the Exchange Offer in accordance with this Section

2(a), the provisions of this Agreement shall continue to apply, *MUTATIS MUTANDIS*, solely with respect to Exchange Securities held by Participating Broker-Dealers, and the Company shall have no further obligation to register the Registrable Securities held by any Holder pursuant to Section 2(b) of this Agreement.

(b) **SHELF REGISTRATION.** If (i) because of any change in law or in currently prevailing interpretations thereof by the staff of the SEC, the Company is not permitted to effect the Exchange Offer as contemplated by Section 2(a) hereof, (ii) the Exchange Offer is not consummated within 225 days after the Issue Date or (iii) upon the request of any Initial Purchaser with respect to any Registrable Securities held by it, if such Initial Purchaser is not permitted, in the reasonable opinion of Brown & Wood LLP, pursuant to applicable law or applicable interpretations of the staff of the SEC, to participate in the Exchange Offer and thereby receive securities that are freely tradeable without restriction under the Securities Act and applicable blue sky or state securities laws (other than due solely to the status of such Initial Purchaser as an Affiliate of the Company or as a Participating Broker-Dealer) (any of the events specified in (i), (ii) or (iii) being a "SHELF REGISTRATION EVENT", and the date of occurrence thereof, the "SHELF REGISTRATION EVENT DATE"), then in addition to or in lieu of conducting the Exchange Offer contemplated by Section 2(a), as the case may be, the Company shall promptly notify the Holders in writing thereof and shall, at its cost, file as promptly as practicable after such Shelf Registration Event Date and, in any event, within 90 days after such Shelf Registration Event Date, a Shelf Registration Statement providing for the sale by the Holders of all of the Registrable Securities (other than Registrable Securities owned by Holders who have elected not to include such Registrable Securities in such Shelf Registration Statement or who have not complied with their obligations under the penultimate paragraph of Section 3 hereof or under the penultimate sentence of this Section 2(b)), and shall use its reasonable best efforts to cause such

Shelf Registration Statement to be declared effective by the SEC as soon as practicable. No Holder of Registrable Securities shall be entitled to include any of its Registrable Securities in any Shelf Registration pursuant to this Agreement unless and until such Holder agrees in writing to be bound by all of the provisions of this Agreement applicable to such Holder and furnishes to the Company in writing, within 15 days after receipt of a request therefor, such information as the Company may, after conferring with counsel with regard to information relating to Holders that would be required by the SEC to be included in such Shelf Registration Statement or Prospectus included therein, reasonably request for inclusion in any Shelf Registration Statement or Prospectus included therein. Each Holder as to which any Shelf Registration is being effected agrees to furnish to the Company all information with respect to such Holder necessary to make the information previously furnished to the Company by such Holder not materially misleading.

The Company agrees to use its reasonable best efforts to keep the Shelf Registration Statement continuously effective and the Prospectus usable for resales for the earlier of: (a) the Rule 144(k) Period or (b) such time as all of the securities covered by the Shelf Registration Statement have been sold pursuant to the Shelf Registration Statement or cease to be Registrable Securities (the "EFFECTIVENESS PERIOD"). The Company shall not permit any securities other than (i) the Company's issued and outstanding securities currently possessing incidental registration rights and (ii) Registrable Securities, to be included in the Shelf Registration. The Company will, in the event a Shelf Registration Statement is declared effective, provide to each Holder of Registrable Securities covered thereby a reasonable number of copies of the Prospectus which is a part of the Shelf Registration Statement, notify each such Holder when the Shelf Registration has become effective and take any other action required to permit unrestricted resales of the Registrable Securities. The Company further agrees, if necessary, to supplement or amend the Shelf Registration Statement, if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration Statement or by the Securities Act or by any other rules and regulations thereunder for shelf registrations, and the Company agrees to furnish to the Holders of Registrable Securities covered by such Shelf Registration Statement copies of any such supplement or amendment promptly after its being used or filed with the SEC.

(c) EXPENSES. The Company shall pay all Registration Expenses in connection with any Registration Statement filed pursuant to Section 2(a) and/or 2(b) hereof and will reimburse the Initial Purchasers for the reasonable fees and disbursements of Brown & Wood LLP incurred in connection with the Exchange Offer. Except as provided herein, each Holder shall pay all expenses of its counsel, underwriting discounts and commissions and transfer taxes, if any, relating to the sale or disposition of such Holder's Registrable Securities pursuant to the Shelf Registration Statement.

(d) EFFECTIVE REGISTRATION STATEMENT. 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 such Exchange Offer Registration Statement or 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 Exchange Offer Registration Statement or Shelf Registration Statement will be deemed not to have been effective during the period of such

interference, until the offering of Registrable Securities pursuant to such Registration Statement may legally resume. The Company will be deemed not to have used its reasonable best efforts to cause the Exchange Offer Registration Statement or the Shelf Registration Statement, as the case may be, to become, or to remain, effective during the requisite period if they voluntarily take any action that would result in any such Registration Statement not being declared effective or that would result in the Holders of Registrable Securities covered thereby not being able to exchange or offer and sell such Registrable Securities during that period, unless such action is required by applicable law.

(e) SPECIAL INTEREST PREMIUM. In the event that:

(i) the Exchange Offer Registration Statement is not filed with the SEC on or prior to the 150th day after the Issue Date, then, commencing on the 151st day after the Issue Date, a special interest premium (the "SPECIAL INTEREST PREMIUM") shall accrue on the principal amount of the Securities at a rate of 0.25% per annum;

(ii) the Exchange Offer Registration Statement is not declared effective by the SEC on or prior to the 180th day after the Issue Date, then, commencing on the 181st day after the Issue Date, a Special Interest Premium shall accrue on the principal amount of the Securities at a rate of 0.25% per annum;

(iii) (A) the Company has not exchanged Exchange Securities for all Securities validly tendered in respect of the Exchange Securities, in accordance with the terms of the Exchange Offer on or prior to the 225th day after the Issue Date or (B) if the Shelf Registration Statement is required to be filed pursuant to Section 2(b) but is not declared effective by the SEC on or prior to the 225th day after the Issue Date, then, commencing on the 226th day after the Issue Date, a Special Interest Premium shall accrue on the principal amount of the Securities at the rate of 0.25% per annum; or

(iv) the Shelf Registration Statement has been declared effective and such Shelf Registration Statement ceases to be effective or the Prospectus ceases to be usable for resales (A) at any time prior to the expiration of the Effectiveness Period or (B) if related to corporate developments, public filings or similar events or to correct a material misstatement or omission in the Prospectus, for more than 60 days (whether or not consecutive) in any twelve-month period, then a Special Interest Premium shall accrue on the principal amount of the Securities at a rate of 0.25% per annum commencing on the day (in the case of (A) above), or the 61st day after (in the case of (B) above), such Shelf Registration Statement ceases to be effective or the Prospectus ceases to be usable for resales;

PROVIDED, HOWEVER, that the aggregate amount of the Special Interest Premium in respect of the Securities may not exceed 0.25% per annum; PROVIDED, FURTHER, HOWEVER, that (1) upon the filing of the Exchange Offer Registration Statement (in the case of clause (i) above), (2) upon the effectiveness of the Exchange Offer Registration Statement (in the case of clause (ii) above), (3) upon the exchange of Exchange Securities for all Securities validly tendered (in the case of clause (iii)(A) above) or upon the effectiveness of the Shelf Registration Statement (in the case of clause (iii) (B) above) or (4) the earlier of (y) such time as the Shelf Registration Statement which had ceased to remain effective or the Prospectus which had ceased to be usable for resales

again becomes effective and usable for resales and (z) the expiration of the Effectiveness Period (in the case of clause (iv) above), the Special Interest Premium on the principal amount of the Securities as a result of such clause (or the relevant subclause thereof) shall cease to accrue;

PROVIDED, FURTHER, HOWEVER, that if the Exchange Offer Registration Statement is not declared effective by the SEC on or prior to the 225th day after the Issue Date and the Company shall request Holders to provide the information required by the SEC for inclusion in the Shelf Registration Statement, the Securities owned by Holders who do not provide such information when required pursuant to Section 2(b) will not be entitled to any Special Interest Premium for any day after the 225th day after the Issue Date.

Any Special Interest Premium due pursuant to Section 2(e)(i), (ii),

(iii) or (iv) above will be payable in cash on the next succeeding June 9 or December 9, as the case may be, to Holders on the relevant record dates for the payment of interest pursuant to the Indenture.

(f) SPECIFIC ENFORCEMENT. Without limiting the remedies available to the Holders, the Company acknowledges that any failure by the Company 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 would 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 Company's obligations under Section 2(a) and Section 2(b) hereof.

SECTION 3. REGISTRATION PROCEDURES. In connection with the obligations of the Company with respect to the Registration Statements pursuant to Sections 2(a) and 2(b) hereof, the Company shall use its reasonable best efforts to:

(a) prepare and file with the SEC a Registration Statement or Registration Statements as prescribed by Sections 2(a) and 2(b) hereof within the relevant time period specified in Section 2 hereof on the appropriate form under the Securities Act, which form shall (i) be selected by the Company, (ii) in the case of a Shelf Registration, be available for the sale of the Registrable Securities by the selling Holders thereof and, in the case of an Exchange Offer, be available for the exchange of Registrable Securities, and
(iii) 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; the Company shall use its reasonable best efforts to cause such Registration Statement to become effective and remain effective (and, in the case of a Shelf Registration Statement, the Prospectus to be usable for resales) in accordance with Section 2 hereof; PROVIDED, HOWEVER, that if (1) such filing is pursuant to Section 2(b), or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2(a) is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities, before filing any Registration Statement or Prospectus or any amendments or supplements thereto, the Company shall furnish to and afford the Holders of the Registrable Securities and each such Participating Broker-Dealer, as the case may be, covered by such Registration Statement, their counsel and the managing underwriters, if any, a reasonable opportunity to review copies of all such documents (including copies of any documents to be incorporated by reference therein and all exhibits thereto) proposed to be filed; and the Company shall not file any Registration Statement or Prospectus or any amendments or supplements thereto

in respect of which the Holders must be afforded an opportunity to review prior to the filing of such document if the Majority Holders of the Registrable Securities, depending solely upon which Holders must be afforded the opportunity of such review, or such Participating Broker-Dealer, as the case may be, their counsel or the managing underwriters, if any, shall reasonably object in a timely manner;

(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 Effectiveness Period or the Applicable Period, as the case may be, and cause each Prospectus to be supplemented, if so determined by the Company or requested by the SEC, by any required prospectus supplement and as so supplemented to be filed pursuant to Rule 424 (or any similar provision then in force) under the Securities Act, and comply with the provisions of the Securities Act, the Exchange Act and the rules and regulations promulgated thereunder applicable to it with respect to the disposition of all securities covered by each Registration Statement during the Effectiveness Period or the Applicable Period, as the case may be, in accordance with the intended method or methods of distribution by the selling Holders thereof described in this Agreement (including sales by any Participating Broker-Dealer);

(c) in the case of a Shelf Registration, (i) notify each Holder of Registrable Securities included in the Shelf Registration Statement, at least three Business Days prior to filing, that a Shelf Registration Statement with respect to the Registrable Securities is being filed and advising such Holder that the distribution of Registrable Securities will be made in accordance with the method selected by the Majority Holders of the Registrable Securities, (ii) furnish to each Holder of Registrable Securities included in the Shelf Registration Statement 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 (iii) consent to the use of the Prospectus or any amendment or supplement thereto by each of the selling Holders of Registrable Securities included in the Shelf Registration Statement in connection with the offering and sale of the Registrable Securities covered by the Prospectus or any amendment or supplement thereto;

(d) in the case of a Shelf Registration, register or qualify the Registrable Securities under all applicable state securities or "blue sky" laws of such jurisdictions by the time the applicable Registration Statement is declared effective by the SEC as any Holder of Registrable Securities covered by a Registration Statement and each underwriter of an underwritten offering of Registrable Securities shall reasonably request in writing in advance of such date of effectiveness, and do any and all other acts and things which may be reasonably necessary or advisable to enable such Holder and underwriter to consummate the disposition in each such jurisdiction of such Registrable Securities owned by such Holder; PROVIDED, HOWEVER, that the Company 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 in any jurisdiction where it would not otherwise be subject to such service of process or (iii) subject itself to taxation in any such jurisdiction if it is not then so subject;

(e) (1) in the case of a Shelf Registration or (2) if Participating Broker-Dealers from whom the Company have received prior written notice that they will be utilizing the Prospectus contained in the Exchange Offer Registration Statement as provided in Section 3(t) hereof, are seeking to sell Exchange Securities and are required to deliver Prospectuses, promptly notify each Holder of Registrable Securities, or such Participating Broker-Dealers, as the case may be, their counsel and the managing underwriters, if any, and promptly confirm such notice in writing (i) when a Registration Statement has become effective and when any post-effective amendments thereto become effective, (ii) of any request by the SEC or any state securities authority for amendments and supplements to a Registration Statement or 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 qualification of the Registrable Securities or the Exchange Securities to be offered or sold by any Participating Broker-Dealer in any jurisdiction described in Section 3(d) hereof or the initiation of any proceedings for that purpose, (iv) in the case of a Shelf Registration, 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 Company contained in any purchase agreement, securities sales agreement or other similar agreement cease to be true and correct in all material respects, (v) of the happening of any event or the failure of any event to occur or the discovery of any facts, during the Effectiveness Period, which makes any statement made in such Registration Statement or the related Prospectus untrue in any material respect or which causes such Registration Statement or Prospectus to 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, as well as any other corporate developments, public filings with the SEC or similar events causing such Registration Statement not to be effective or the Prospectus not to be useable for resales and (vi) of the reasonable determination of the Company that a post-effective amendment to the Registration Statement would be appropriate;

(f) obtain the withdrawal of any order suspending the effectiveness of a Registration Statement at the earliest possible moment;

(g) in the case of a Shelf Registration, furnish to each Holder of Registrable Securities included within the coverage of such Shelf Registration Statement, without charge, at least one conformed copy of each Registration Statement relating to such Shelf Registration 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 (except any customary legend borne by securities held through The Depository Trust Company or any similar depository) and in such denominations (consistent with the provisions of the Indenture and the officers' certificate establishing the forms and the terms of the Securities pursuant to the Indenture) and registered in such names as the selling Holders or the underwriters may reasonably request at least two Business Days prior to the closing of any sale of Registrable Securities pursuant to such Shelf Registration Statement;

(i) in the case of a Shelf Registration or an Exchange Offer Registration, promptly after the occurrence of any event specified in Section 3(e)(ii), 3(e)(iii), 3(e)(v) (subject to a 60-day grace period within any twelve-month period) or 3(e)(vi) hereof, prepare a supplement or post-effective amendment to such 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 include any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the Company shall notify each Holder to suspend use of the Prospectus as promptly as practicable after the occurrence of such an event, and each Holder hereby agrees to suspend use of the Prospectus until the Company has amended or supplemented the Prospectus to correct such misstatement or omission;

(j) obtain a CUSIP number and other relevant securities identification numbers for the Exchange Securities or the Registrable Securities, as the case may be, not later than the effective date of a Registration Statement, and provide the Trustee with certificates for the Exchange Securities or the Registrable Securities, as the case may be, in a form eligible for deposit with the Depositary;

(k) 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, and effect such changes to such documents as may be required for them to be so qualified in accordance with the terms of the TIA and execute, and 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 such documents to be so qualified in a timely manner;

(l) in the case of a Shelf Registration, enter into such agreements (including underwriting agreements) as are customary in underwritten offerings and take all such other appropriate actions in connection therewith as are reasonably requested by the Holders of at least 25% in aggregate principal amount of the Registrable Securities in order to expedite or facilitate the registration or the disposition of the Registrable Securities;

(m) in the case of a Shelf Registration, whether or not an underwriting agreement is entered into and whether or not the registration is an underwritten registration, if requested by (x) an Initial Purchaser, in the case where such Initial Purchaser holds Securities acquired by it as part of its initial placement and Holders of at least 25% in aggregate principal amount of the Registrable Securities covered thereby: (i) make such representations and warranties to Holders of such Registrable Securities and the underwriters (if any), with respect to the business of the Company and its subsidiaries as then conducted and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, as are customarily made by issuers to underwriters in underwritten offerings, and confirm the same if and when requested; (ii) obtain opinions of counsel to the Company and updates thereof (which may be in the form of a reliance letter) in form and substance reasonably satisfactory to the managing underwriters (if any) and the Holders of a majority in amount of the Registrable Securities being sold, addressed to each selling Holder and the underwriters (if any) covering the matters customarily covered in opinions requested in underwritten offerings and such other

matters as may be reasonably requested by such underwriters (it being agreed that the matters to be covered by such opinion may be subject to customary qualifications and exceptions); (iii) obtain "cold comfort" letters and updates thereof in form and substance reasonably satisfactory to the managing underwriters from the independent certified public accountants of the Company, and its subsidiaries (and, if necessary, any other independent certified public accountants of any business acquired or to be acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to each of the underwriters, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings and such other matters as reasonably requested by such underwriters in accordance with Statement on Auditing Standards No. 72; and (iv) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures no less favorable than those set forth in Section 4 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 managing underwriters) customary for such agreements with respect to all parties to be indemnified pursuant to said Section (including, without limitation, such underwriters and selling Holders); and in the case of an underwritten registration, the above requirements shall be satisfied at each closing under the related underwriting agreement or as and to the extent required thereunder;

(n) if (1) a Shelf Registration is filed pursuant to Section 2(b) or

(2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2(a) is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period, make reasonably available for inspection by any selling Holder of Registrable Securities or Participating Broker-Dealer, as applicable, who certifies to the Company that it has a current intention to sell Registrable Securities pursuant to the Shelf Registration, any underwriter participating in any such disposition of Registrable Securities, if any, and any attorney, accountant or other agent retained by any such selling Holder, Participating Broker-Dealer, as the case may be, or underwriter (collectively, the "INSPECTORS"), at the offices where normally kept, during the Company's normal business hours, all financial and other records, pertinent organizational and operational documents and properties of the Company and its subsidiaries (collectively, the "RECORDS") as shall be reasonably necessary to enable them to conduct due diligence activities, and cause the officers, trustees and employees of the Company and its subsidiaries to supply all relevant information in each case reasonably requested by any such Inspector in connection with such Registration Statement; records and information which the Company determines, in good faith, to be confidential and any Records and information which it notifies the Inspectors are confidential shall not be disclosed to any Inspector except where (i) the disclosure of such Records or information is necessary to avoid or correct a material misstatement or omission in such Registration Statement, (ii) the release of such Records or information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction or is necessary in connection with any action, suit or proceeding or (iii) such Records or information previously has been made generally available to the public; each selling Holder of such Registrable Securities and each such Participating Broker-Dealer will be required to agree in writing that Records and information obtained by it as a result of such inspections shall be deemed confidential and shall not be used by it as the basis for any market transactions in the securities of the Company unless and until such is made generally available to the public through no fault of an Inspector or a selling Holder; and each

selling Holder of such Registrable Securities and each such Participating Broker-Dealer will be required to further agree in writing that it will, upon learning that disclosure of such Records or information is sought in a court of competent jurisdiction, or in connection with any action, suit or proceeding, give notice to the Company and allow the Company at its expense to undertake appropriate action to prevent disclosure of the Records and information deemed confidential;

(o) comply with all applicable rules and regulations of the SEC so long as any provision of this Agreement shall be applicable and make generally available to its securityholders earning statements satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than 45 days after the end of any 12-month period (or 60 days after the end of any 12-month period if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Registrable Securities are sold to underwriters in a firm commitment or best efforts underwritten offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter of the Company after the effective date of a Registration Statement, which statements shall cover said 12-month periods, provided that the obligations under this paragraph (o) shall be satisfied by the timely filing of quarterly and annual reports on Forms 10-Q and 10-K under the Exchange Act;

(p) upon consummation of an Exchange Offer, if requested by the Trustee, obtain an opinion of counsel to the Company addressed to the Trustee for the benefit of all Holders of Registrable Securities participating in the Exchange Offer, substantially to the effect that the Company has duly authorized, executed and delivered the Exchange Securities and the Exchange Securities constitutes a legal, valid and binding obligation of the Company, enforceable against the Company, in accordance with its terms (with customary exceptions);

(q) if an Exchange Offer is to be consummated, upon delivery of the Registrable Securities by Holders to the Company (or to such other Person as directed by the Company), in exchange for the Exchange Securities, the Company shall mark, or cause to be marked, on such Securities delivered by such Holders that such Securities are being cancelled in exchange for the Exchange Securities; it being understood that in no event shall such be marked as paid or otherwise satisfied;

(r) cooperate with each seller of Registrable Securities covered by any Registration Statement and each underwriter, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the NASD;

(s) take all other steps necessary to effect the registration of the Registrable Securities covered by a Registration Statement contemplated hereby;

(t) (A) in the case of the Exchange Offer Registration Statement (i) include in the Exchange Offer Registration Statement a section entitled "Plan of Distribution," which section shall be reasonably acceptable to the Initial Purchasers or another representative of the Participating Broker-Dealers, and which shall contain a summary statement of the positions taken or policies made by the staff of the SEC with respect to the potential "underwriter" status of any broker-dealer that holds Registrable Securities acquired for its own account as a result of

market-making activities or other trading activities (a "PARTICIPATING BROKER-DEALER") and that will be the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of Exchange Securities to be received by such broker-dealer in the Exchange Offer, whether such positions or policies have been publicly disseminated by the staff of the SEC or such positions or policies, in the reasonable judgment of the Initial Purchasers or such other representative, represent the prevailing views of the staff of the SEC, including a statement that any such broker-dealer who receives Exchange Securities for Registrable Securities pursuant to the Exchange Offer may be deemed a statutory underwriter and must deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Securities, (ii) furnish to each Participating Broker-Dealer who has delivered to the Company the notice referred to in Section 3(e), without charge, as many copies of each Prospectus included in the Exchange Offer Registration Statement, including any preliminary Prospectus, and any amendment or supplement thereto, as such Participating Broker-Dealer may reasonably request (the Company hereby consents to the use of the Prospectus forming part of the Exchange Offer Registration Statement or any amendment or supplement thereto by any Person subject to the prospectus delivery requirements of the Securities Act, including all Participating Broker-Dealers, in connection with the sale or transfer of the Exchange Securities covered by the Prospectus or any amendment or supplement thereto), (iii) use its reasonable best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the Prospectus contained therein in order to permit such Prospectus to be lawfully delivered by all Persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such Persons must comply with such requirements under the Securities Act and applicable rules and regulations in order to resell the Exchange Securities; PROVIDED, HOWEVER, that such period shall not be required to exceed 225 days (or such longer period if extended pursuant to the last sentence of Section 3 hereof) (the "APPLICABLE PERIOD"), and (iv) include in the transmittal letter or similar documentation to be executed by an exchange offeree in order to participate in the Exchange Offer (x) the following provision:

"If the exchange offeree is a broker-dealer holding Registrable Securities acquired for its own account as a result of market-making activities or other trading activities, it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of Exchange Securities received in respect of such Registrable Securities pursuant to the Exchange Offer"; and

(y) a statement to the effect that by a broker-dealer making the acknowledgment described in clause (x) and by delivering a Prospectus in connection with the exchange of Registrable Securities, the broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act; and

(B) in the case of any Exchange Offer Registration Statement, the Company agrees to deliver to the Initial Purchasers or to another representative of the Participating Broker-Dealers, if reasonably requested by an Initial Purchaser or such other representative of Participating Broker-Dealers, on behalf of the Participating Broker-Dealers upon consummation of the Exchange Offer (i) an opinion of counsel in form and substance reasonably satisfactory to such Initial Purchaser or such other representative of the Participating Broker-Dealers, covering the matters customarily covered in opinions requested in connection with Exchange Offer Registration Statements and such other matters as may be reasonably requested (it being agreed

that the matters to be covered by such opinion may be subject to customary qualifications and exceptions), (ii) an officers' certificate substantially similar to that specified in Section 6(d) and (e) of the Purchase Agreement and such additional certifications as are customarily delivered in a public offering of debt securities and (iii) upon the effectiveness of the Exchange Offer Registration Statement, comfort letters, in each case, in customary form if permitted by Statement on Auditing Standards No. 72.

The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish to the Company such information regarding such seller as may be required by the staff of the SEC to be included in a Registration Statement. The Company may exclude from such registration the Registrable Securities of any seller who unreasonably fails to furnish such information within a reasonable time after receiving such request. The Company shall have no obligation to register under the Securities Act the Registrable Securities of a seller who so fails to furnish such information.

In the case of a Shelf Registration Statement, or if Participating Broker-Dealers who have notified the Company that they will be utilizing the Prospectus contained in the Exchange Offer Registration Statement as provided in this Section 3(t) hereof are seeking to sell Exchange Securities and are required to deliver Prospectuses, each Holder agrees that, upon receipt of any notice from the Company of the occurrence of any event specified in Section 3(e)(ii), 3(e)(iii), 3(e)(v) or 3(e)(vi) 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 or until it is advised in writing (the "ADVICE") by the Company that the use of the applicable Prospectus may be resumed, and, if so directed by the Company, such Holder will deliver to the Company (at the Company's expense) all copies in such Holder's possession, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities or Exchange Securities, as the case may be, current at the time of receipt of such notice. If the Company shall give any such notice to suspend the disposition of Registrable Securities or Exchangeable Securities, as the case may be, pursuant to a Registration Statement, the Company shall use its reasonable best efforts to file and have declared effective (if an amendment) as soon as practicable after the resolution of the related matters an amendment or supplement to the Registration Statement and shall extend the period during which such Registration Statement is required to be maintained effective and the Prospectus usable for resales pursuant to this Agreement by the number of days in the period from and including the date of the giving of such notice to and including the date when the Company shall have made available to the Holders (x) copies of the supplemented or amended Prospectus necessary to resume such dispositions or (y) the Advice.

SECTION 4. INDEMNIFICATION AND CONTRIBUTION. (a) In connection with any Registration Statement, the Company shall indemnify and hold harmless the Initial Purchasers, each Holder, each underwriter who participates in an offering of the Registrable Securities, each Participating Broker-Dealer, each Person, if any, who controls any of such parties within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and each of their respective directors, officers, employees and agents, as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement (or any amendment or supplement thereto), covering Registrable Securities or Exchange Securities, as applicable, or the omission or alleged omission therefrom of a material fact required to be stated therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 4(d) hereof) any such settlement is effected with the prior written consent of the Company; and

(iii) against any and all expenses whatsoever, as incurred (including the reasonable fees and disbursements of counsel chosen by such Holder, such Participating Broker-Dealer, or any underwriter (except to the extent otherwise expressly provided in Section 4(c) hereof)), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under subparagraph (i) or (ii) of this Section 4(a);

PROVIDED, HOWEVER, that this indemnity does not apply to any loss, liability, claim, damage or expense to the extent arising out of an untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished in writing to the Company by the Initial Purchasers or such Holder, underwriter or Participating Broker-Dealer for use in a Registration Statement (or any amendment thereto) or any Prospectus (or any amendment or supplement thereto).

(b) Each Holder agrees, severally and not jointly, to indemnify and hold harmless the Company, each Initial Purchaser, each underwriter who participates in the offering of Registrable Securities, each Participating Broker-Dealer, the other Holders, and each Person, if any, who controls any of such parties within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and each of their respective directors, officers, employees and agents, against any and all loss, liability, claim, damage and expense whatsoever described in the indemnity contained in Section 4(a) hereof, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in a Registration Statement (or any amendment thereto) or any Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by such Holder expressly for use in such Registration Statement (or any amendment thereto), or any such Prospectus (or any amendment or supplement thereto); PROVIDED, HOWEVER, that in the case of a Shelf Registration Statement, no such Holder shall be liable for any claims hereunder in excess of the amount of net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Shelf Registration Statement.

(c) Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability which it may have under this Section 4 to the extent that it is not materially prejudiced by such failure as a result thereof, and in any event shall not relieve it from liability which it may have otherwise on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 4(a) or (b) above, counsel to the indemnified parties shall be selected by such parties. An indemnifying party may participate at its own expense in the defense of such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for the fees and expenses of more than one counsel (in addition to local counsel), separate from their own counsel, for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 4 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional written release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If at any time an indemnified party shall have validly requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 4(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(e) In order to provide for just and equitable contribution in circumstances under which any of the indemnity provisions set forth in this Section 4 is for any reason held to be unenforceable by an indemnified party although applicable in accordance with its terms, the Company and the Holders shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by such indemnity agreement incurred by the Company and the Holders, as incurred; PROVIDED, HOWEVER, that no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person that was not guilty of such fraudulent misrepresentation. As between the Company and the Holders, such parties shall contribute to such aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by such indemnity agreement in such proportion as shall be appropriate to reflect the relative fault of the Company, on the one hand, and the Holders, on the other hand, with respect to the statements or omissions which resulted in such loss, liability, claim, damage or expense, or action in respect thereof, as well as any other relevant equitable considerations. The relative fault of the Company, on the

one hand, and of the Holders, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or by or on behalf of the Holders, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Holders agree that it would not be just and equitable if contribution pursuant to this Section 4 were to be determined by pro rata allocation or by any other method of allocation that does not take into account the relevant equitable considerations. For purposes of this Section 4, each Affiliate of a Holder, and each director, officer and employee and Person, if any, who controls a Holder or such Affiliate within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as such Holder and each Person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Company.

SECTION 5. PARTICIPATION IN AN UNDERWRITTEN REGISTRATION. No Holder may participate in an underwritten registration hereunder unless such Holder

(a) agrees to sell such Holder's Registrable Securities on the basis provided in the underwriting arrangement approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all reasonable questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up letters and other documents reasonably required under the terms of such underwriting arrangements.

SECTION 6. SELECTION OF UNDERWRITERS. The Holders of Registrable Securities covered by the Shelf Registration Statement who desire to do so may sell the Securities covered by such Shelf Registration in an underwritten offering, subject to the provisions of Section 3(l) hereof. In any such underwritten offering, the underwriter or underwriters and manager or managers that will administer the offering will be selected by the Holders of a majority in aggregate principal amount of the Registrable Securities included in such offering; PROVIDED, HOWEVER, that such underwriters and managers must be reasonably satisfactory to the Company.

SECTION 7. MISCELLANEOUS.

(a) **RULE 144 AND RULE 144A.** For so long as the Company is subject to the reporting requirements of Section 13 or 15 of the Exchange Act and any Registrable Securities remain outstanding, the Company will file the reports required to be filed by it under the Securities Act and Section 13(a) or 15(d) of the Exchange Act and the rules and regulations adopted by the SEC thereunder; PROVIDED, HOWEVER, that if the Company ceases to be so required to file such reports, it will, upon the request of any Holder of Registrable Securities, (a) make publicly available such information as is necessary to permit sales of its securities pursuant to Rule 144 under the Securities Act, (b) deliver such information to a prospective purchaser as is necessary to permit sales of its securities pursuant to Rule 144A under the Securities Act, and (c) take such further action that is reasonable in the circumstances, in each case, to the extent required from time to time to enable such Holder to sell its Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such rule may be amended from time to time, (ii) Rule 144A under the Securities Act, as such rule may be amended from time to time, or (iii) any similar rules or

regulations hereafter adopted by the SEC. Upon the request of any Holder of Registrable Securities, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements.

(b) **NO INCONSISTENT AGREEMENTS.** The Company has not entered into, nor will the Company on or after the date of this Agreement 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 Company's other issued and outstanding securities under any such agreements.

(c) **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 Company has obtained the written consent of Holders of a majority in aggregate principal amount of the outstanding Registrable Securities affected by such amendment, modification, supplement, waiver or departure; **PROVIDED** that no amendment, modification or supplement or waiver or consent to the departure with respect to the provisions of Section 4 hereof shall be effective as against any Holder of Registrable Securities unless consented to in writing by such Holder of Registrable Securities. Notwithstanding the foregoing sentence (i) this Agreement may be amended, without the consent of any Holder of Registrable Securities, by written agreement signed by the Company 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, (ii) 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 Company 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 (iii) 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 Company.

(d) **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 Company by means of a notice given in accordance with the provisions of this Section 7(d), which address initially is, with respect to each Initial Purchaser, the address set forth in the Purchase Agreement; and (ii) if to the Company, initially at the Company's address set forth in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 7(d).

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.

(e) **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of the Initial Purchasers, including, without limitation and without the need for an express assignment, subsequent Holders; **PROVIDED, HOWEVER,** that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Purchase Agreement or 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.

(f) **THIRD PARTY BENEFICIARIES.** Each Holder and any Participating Broker-Dealer shall be third party beneficiaries of the agreements made hereunder among the Initial Purchasers and the Company, and the Initial Purchasers 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. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK. THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT, AND THE TERMS AND CONDITIONS SET FORTH HEREIN, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY PROVISIONS RELATING TO CONFLICTS OF LAWS.**

(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.

(k) **SECURITIES HELD BY THE COMPANY OR ITS AFFILIATES.** Whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Company or its Affiliates shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

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

U S WEST COMMUNICATIONS, INC.

By: /s/ SEAN P. FOLEY

Name: Sean P. Foley

Title: Vice President and Treasurer

Confirmed and accepted as of
the date first above written:

LEHMAN BROTHERS INC.

MERRILL LYNCH & CO.

MERRILL LYNCH, PIERCE, FENNER & SMITH

INCORPORATED

BANC OF AMERICA SECURITIES LLC

J.P. MORGAN SECURITIES INC.

By: LEHMAN BROTHERS INC.

By: /s/ MARTIN GOLDBERG

Authorized Signatory

For themselves and as Representatives of the several Initial Purchasers

LETTER OF TRANSMITTAL

QWEST CORPORATION

**OFFER TO EXCHANGE
7 5/8% NOTES DUE JUNE 9, 2003
FOR ANY AND ALL
OUTSTANDING 7 5/8% NOTES DUE JUNE 9, 2003
PURSUANT TO THE PROSPECTUS DATED , 2000**

**THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON
, 2000, UNLESS THE EXCHANGE OFFER IS EXTENDED.**

THE PRINCIPAL EXCHANGE AGENT (THE "EXCHANGE AGENT") FOR THE EXCHANGE OFFER IS:

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION

BY MAIL:

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION
ATTENTION: EXCHANGES
GLOBAL CORPORATE TRUST SERVICES
1 BANK ONE PLAZA, MAIL SUITE IL 1-0122
CHICAGO, IL 60670-0122

or

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION
ATTENTION: EXCHANGES
GLOBAL CORPORATE TRUST SERVICES
14 WALL STREET, 8TH FLOOR
NEW YORK, NY 10005

BY HAND, OVERNIGHT MAIL OR COURIER:

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION
ATTENTION: EXCHANGES
GLOBAL CORPORATE TRUST SERVICES
ONE NORTH STATE STREET, 9TH FLOOR
CHICAGO, IL 60602

or

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION
ATTENTION: EXCHANGES
GLOBAL CORPORATE TRUST SERVICES
14 WALL STREET, 8TH FLOOR
NEW YORK, NY 10005

FOR QUESTIONS REGARDING THIS LETTER OF TRANSMITTAL OR FOR OTHER INFORMATION,

YOU MAY CONTACT THE EXCHANGE AGENT.

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OR TRANSMISSION TO A FACSIMILE NUMBER OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY. THE METHOD OF DELIVERY OF ALL DOCUMENTS, INCLUDING CERTIFICATES, IS AT THE RISK OF THE HOLDER. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. YOU SHOULD READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE YOU COMPLETE THIS LETTER OF TRANSMITTAL.

The undersigned acknowledges that he or she has received the prospectus dated , 2000 (the "prospectus") of Qwest Corporation (the "Company"), and this Letter of Transmittal and the instructions hereto (the "Letter of Transmittal"), which together constitute the Company's offer (the "Exchange Offer") to exchange \$1,000 principal amount of each of its 7 5/8% Notes due June 9, 2003 (the "new Notes") the offering of which has been registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a Registration Statement of which the prospectus is a part, for each \$1,000 principal amount of its outstanding 7 5/8% Notes due June 9, 2003 (the "old Notes"), of which \$1,000,000,000 aggregate principal amount is outstanding, upon the terms and subject to the conditions set forth in the prospectus. The term "Expiration Date" will mean 5:00 p.m., New York City time, on , 2000, unless the Company, in its sole discretion, extends the Exchange Offer, in which case the term will mean the latest date and time to which the Exchange Offer is

extended by the Company. Capitalized terms used but not defined herein have the meaning given to them in the prospectus.

This Letter of Transmittal is to be used if: (1) certificates representing old Notes are to be physically delivered to the Exchange Agent herewith by Holders (as defined below); (2) tender of old Notes is to be made by book-entry transfer to an account maintained by the Exchange Agent at The Depository Trust Company ("DTC"), pursuant to the procedures set forth in "The Exchange Offer-- Procedures for Tendering Old 7 5/8% Notes" in the prospectus by any financial institution that is a participant in DTC and whose name appears on a security position listing as the owner of old Notes; or (3) tender of old Notes is to be made according to the guaranteed delivery procedures set forth in the prospectus under "The Exchange Offer--Guaranteed Delivery Procedures." Delivery of this Letter of Transmittal and any other required documents must be made to the Exchange Agent.

**DELIVERY OF DOCUMENTS TO DTC IN ACCORDANCE WITH DTC PROCEDURES DOES NOT
CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.**

The term "Holder" as used herein means any person in whose name old Notes are registered on the books of the Company or any other person who has obtained a properly completed bond power from the registered holder.

All Holders of old Notes who wish to tender their old Notes must, before the Expiration Date: (1) complete, sign, and deliver this Letter of Transmittal, or a facsimile thereof, to the Exchange Agent, in person or to the address set forth above; and (2) tender (and not withdraw) his or her old Notes or, if a tender of old Notes is to be made by book-entry transfer to the account maintained by the Exchange Agent at DTC, confirm such book-entry transfer (a "Book-Entry Confirmation"), in each case in accordance with the procedures for tendering described in the Instructions to this Letter of Transmittal. Holders of old Notes whose certificates are not immediately available, or who are unable to deliver their certificates or Book-Entry Confirmation and all other documents required by this Letter of Transmittal to be delivered to the Exchange Agent on or before the Expiration Date, must tender their old Notes according to the guaranteed delivery procedures set forth under the caption "The Exchange Offer--Guaranteed Delivery Procedures" in the prospectus. (See Instruction 2.)

Upon the terms and subject to the conditions of the Exchange Offer, the acceptance for exchange of the old Notes validly tendered and not withdrawn and the issuance of the new Notes will be made promptly following the Expiration Date. For the purposes of the Exchange Offer, the Company will be deemed to have accepted for exchange validly tendered old Notes when, as and if the Company has given written notice thereof to the Exchange Agent.

The undersigned has completed, executed and delivered this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the Exchange Offer.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL AND THE PROSPECTUS CAREFULLY BEFORE CHECKING ANY BOX BELOW. THE INSTRUCTIONS INCLUDED IN THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS, THIS LETTER OF TRANSMITTAL AND THE NOTICE OF GUARANTEED DELIVERY MAY BE DIRECTED TO THE EXCHANGE AGENT. SEE INSTRUCTION 12.

HOLDERS WHO WISH TO ACCEPT THE EXCHANGE OFFER AND TENDER THEIR OLD NOTES MUST COMPLETE THIS LETTER OF TRANSMITTAL IN ITS ENTIRETY AND COMPLY WITH ALL OF ITS TERMS.

List below the old Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the Certificate Numbers and Principal Amounts should be listed on a separate signed

[illegible]

* Need not be completed by book-entry Holders.

** Need not be completed by Holders who wish to tender all old Notes listed.

PLEASE READ CAREFULLY THE ACCOMPANYING INSTRUCTIONS

BOX II

SPECIAL REGISTRATION INSTRUCTIONS

(SEE INSTRUCTIONS 4, 5 AND 6)

To be completed ONLY if certificates for old Notes in a principal amount not tendered, or new Notes issued in exchange for old Notes accepted for exchange, are to be issued in the name of someone other than the undersigned.

Issue certificate(s) to:

Name: _____

(PLEASE PRINT)

(PLEASE PRINT)

Address: _____

(INCLUDING ZIP CODE)

(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)

BOX III

SPECIAL DELIVERY INSTRUCTIONS

(SEE INSTRUCTIONS 4, 5 AND 6)

To be completed ONLY if certificates for old Notes in a principal amount not tendered, or new Notes issued in exchange for old Notes accepted for exchange, are to be delivered to someone other than the undersigned.

Deliver certificate(s) to:

Name: _____

(PLEASE PRINT)

(PLEASE PRINT)

Address: _____

(INCLUDING ZIP CODE)

(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)

IMPORTANT: THIS LETTER OF TRANSMITTAL OR A FACSIMILE HEREOF (TOGETHER WITH THE CERTIFICATE(S) FOR OLD NOTES OR A CONFIRMATION OF BOOK-ENTRY TRANSFER OF SUCH OLD NOTES AND ALL OTHER REQUIRED DOCUMENTS) OR, IF GUARANTEED DELIVERY PROCEDURES ARE TO BE COMPLIED WITH, A NOTICE OF GUARANTEED DELIVERY, MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR BEFORE THE EXPIRATION DATE.

// CHECK HERE IF OLD NOTES ARE BEING DELIVERED BY DTC TO AN ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING:

Name of Tendering Institution _____

// The Depository Trust Company

Account Number _____

Transaction Code Number _____

Holders whose old Notes are not immediately available or who cannot deliver their old Notes and all other documents required hereby to the Exchange Agent on or before the Expiration Date may tender their old Notes according to the guaranteed delivery procedures set forth in the prospectus under the caption "The Exchange Offer--Guaranteed Delivery Procedures." (See Instruction 2.)

// CHECK HERE IF OLD NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Tendering Holder(s) _____

Date of Execution of Notice of Guaranteed Delivery _____

Name of Institution which Guaranteed Delivery _____

Transaction Code Number _____

// CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO:

Name: _____

Address: _____

**NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY**

Ladies and Gentlemen:

Subject to the terms and conditions of the Exchange Offer, the undersigned hereby tenders to Qwest Corporation (the "Company") the principal amount of old Notes indicated above.

Subject to and effective upon the acceptance for exchange of the principal amount of old Notes tendered hereby in accordance with this Letter of Transmittal, the undersigned sells, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to the old Notes tendered hereby. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its agent and attorney-in-fact (with full knowledge that the Exchange Agent also acts as the agent of the Company and as Trustee under the Indenture for the old Notes and the new Notes) with respect to the tendered old Notes with full power of substitution (such power of attorney being deemed an irrevocable power coupled with an interest), subject only to the right of withdrawal described in the prospectus, to (1) deliver certificates for such old Notes to the Company or transfer ownership of such old Notes on the account books maintained by DTC, together, in either such case, with all accompanying evidences of transfer and authenticity to, or upon the order of, the Company and (2) present such old Notes for transfer on the books of the Company and receive all benefits and otherwise exercise all rights of beneficial ownership of such old Notes, all in accordance with the terms of the Exchange Offer.

The undersigned acknowledges that the Exchange Offer is being made in reliance upon interpretative advice given by the staff of the SEC to third parties in connection with transactions similar to the Exchange Offer, so that the new Notes issued pursuant to the Exchange Offer in exchange for the old Notes may be offered for resale, resold and otherwise transferred by holders thereof (other than a broker-dealer who purchased such old Notes directly from the Company for resale pursuant to Rule 144A, Regulation S or any other available exemption under the Securities Act or a person that is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such new Notes are acquired in the ordinary course of such holders' business and such holders are not participating, do not intend to participate and have no arrangement or understanding with any person to participate, in the distribution of such new Notes.

The undersigned represents and warrants that: (1) the new Notes acquired pursuant to the Exchange Offer are being acquired in the ordinary course of business of the person receiving new Notes (which will be the undersigned unless otherwise indicated in the box entitled "Special Delivery Instructions" above)

(the "Recipient"); (2) neither the undersigned nor the Recipient (if different)

is engaged in, intends to engage in or has any arrangement or understanding with any person to participate in the distribution (as that term is interpreted by the SEC) of such new Notes; and (3) neither the undersigned nor the Recipient (if different) is an "affiliate" of the Company as defined in Rule 405 under the Securities Act, or if it is an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

If the undersigned is a broker-dealer, the undersigned further:

(1) represents that it acquired old Notes for the undersigned's own account as a result of market-making activities or other trading activities; (2) represents that it has not entered into any arrangement or understanding with the Company or any "affiliate" of the Company (within the meaning of Rule 405 under the Securities Act) to distribute the new Notes to be received in the Exchange Offer; and (3) acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act (for which purposes, the delivery of the prospectus, as the same may be hereafter supplemented or amended, will be sufficient) in connection with any resale of new Notes received in the Exchange Offer. Such a broker-dealer will not

be deemed, solely by reason of such acknowledgment and prospectus delivery, to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, exchange, assign and transfer the old Notes tendered hereby and to acquire new Notes issuable upon the exchange of such tendered old Notes, and that, when the same are accepted for exchange, the Company will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim. The undersigned also warrants that it will, upon request, execute and deliver any additional documents deemed to be necessary or desirable by the Exchange Agent or the Company in order to complete the exchange, assignment and transfer of tendered old Notes or transfer of ownership of such old Notes on the account books maintained by a book-entry transfer facility.

The undersigned agrees that acceptance of any tendered old Notes by the Company and the issuance of new Notes in exchange therefor will constitute performance in full by the Company of its obligations under the Registration Rights Agreement (as defined in the prospectus) and that, upon the issuance of the new Notes, the Company will have no further obligations or liabilities thereunder for the registration of the old Notes or the new Notes.

The undersigned understands that tenders of old Notes pursuant to the procedures described under the caption "The Exchange Offer--Procedures for Tendering Old 7 5/8% Notes" in the prospectus and in the instructions hereto will constitute a binding agreement between the undersigned, the Company and the Exchange Agent in accordance with the terms and subject to the conditions of the Exchange Offer.

The Exchange Offer is subject to certain conditions set forth in the prospectus under the caption "The Exchange Offer--Conditions of the Exchange Offer." The undersigned recognizes that as a result of these conditions, as more particularly set forth in the prospectus, the Company may not be required to exchange any of the old Notes tendered hereby. If any tendered old Notes are not accepted for exchange pursuant to the Exchange Offer for any reason, certificates for any such unaccepted old Notes will be returned (except as noted below with respect to lenders through DTC), at the Company's cost and expense, to the undersigned at the address shown below or at a different address as may be indicated herein under "Special Delivery Instructions" as promptly as practicable after the Expiration Date.

All authority conferred or agreed to be conferred by this Letter of Transmittal will survive the death, incapacity or dissolution of the undersigned, and every obligation of the undersigned under this Letter of Transmittal will be binding on the undersigned's heirs, personal representatives, successors and assigns. This tender may be withdrawn only in accordance with the procedures set forth in this Letter of Transmittal.

By acceptance of the Exchange Offer, each broker-dealer that receives new Notes pursuant to the Exchange Offer hereby acknowledges and agrees that upon the receipt of notice by the Company of the happening of any event that makes any statement in the prospectus untrue in any material respect or that requires the making of any changes in the prospectus in order to make the statements therein not misleading (which notice the Company agrees to deliver promptly to such broker-dealer), such broker-dealer will suspend use of the prospectus until the Company has amended or supplemented the prospectus to correct such misstatement or omission and has furnished copies of the amended or supplemented prospectus to such broker-dealer.

Unless otherwise indicated under "Special Registration Instructions," please issue the certificates representing the new Notes issued in exchange for the old Notes accepted for exchange and return any certificates for old Notes not tendered or not exchanged, in the name(s) of the undersigned (or, in either such event in the case of old Notes tendered by DTC, by credit to the account at DTC).

Similarly, unless otherwise indicated under "Special Delivery Instructions," please send the certificates representing the new Notes issued in exchange for the old Notes accepted for exchange and any certificates for old Notes not tendered or not exchanged (and accompanying documents, as appropriate) to the undersigned at the address shown below the undersigned's signature(s), unless, in either event, tender is being made through DTC. In the event that both "Special Registration Instructions" and "Special Delivery Instructions" are completed, please issue the certificates representing the new Notes issued in exchange for the old Notes accepted for exchange in the name(s) of, and return any certificates for old Notes not tendered or not exchanged to, the person(s) so indicated. The undersigned understands that the Company has no obligations pursuant to the "Special Registration Instructions" or "Special Delivery Instructions" to transfer any old Notes from the name of the registered Holder(s) thereof if the Company does not accept for exchange any of the old Notes so tendered.

Holders who wish to tender the old Notes and (1) whose old Notes are not immediately available or (2) who cannot deliver their old Notes, this Letter of Transmittal or any other documents required hereby to the Exchange Agent before the Expiration Date, may tender their old Notes according to the guaranteed delivery procedures set forth in the prospectus under the caption "The Exchange Offer--Guaranteed Delivery Procedures." See Instruction 1 regarding the completion of the Letter of Transmittal.

**PLEASE SIGN HERE WHETHER OR NOT
OLD NOTES ARE BEING PHYSICALLY TENDERED HEREBY
AND WHETHER OR NOT TENDER IS TO BE MADE
PURSUANT TO THE GUARANTEED DELIVERY PROCEDURES**

This Letter of Transmittal must be signed by the registered holder(s) as their name(s) appear on the old Notes or, if tendered by a participant in DTC, exactly as such participant's name appears on a security listing as the owner of old Notes, or by person(s) authorized to become registered holder(s) by a properly completed bond power from the registered holder(s), a copy of which must be transmitted with this Letter of Transmittal. If old Notes to which this Letter of Transmittal relate are held of record by two or more joint holders, then all such holders must sign this Letter of Transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, then such person must (1) set forth his or her full title below and (2) unless waived by the Company, submit evidence satisfactory to the Company of such person's authority so to act. (See Instruction 4.)

X

Date:

X

Date:

Signature(s) of Holder(s) or
Authorized Signatory

Name(s):

Address:

Name(s):

Address:

PLEASE PRINT

INCLUDING ZIP CODE

Capacity:

Telephone Number:

INCLUDING AREA CODE

Social Security No.

PLEASE COMPLETE SUBSTITUTE FORM W-9 HEREIN

BOX IV
SIGNATURE GUARANTEE (SEE INSTRUCTION 1)
CERTAIN SIGNATURES MUST BE GUARANTEED BY AN ELIGIBLE INSTITUTION

(NAME OF ELIGIBLE INSTITUTION GUARANTEEING SIGNATURES)

(FIRM ADDRESS (INCLUDING ZIP CODE) AND TELEPHONE NO.

(INCLUDING AREA CODE))

(AUTHORIZED SIGNATURE)

(PRINTED NAME)

(TITLE)

Date: _____

**INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER**

1. GUARANTEE OF SIGNATURES.

Signatures on this Letter of Transmittal need not be guaranteed if (a) this Letter of Transmittal is signed by the registered holder(s) of the old Notes tendered herewith and such holder(s) have not completed the box set forth herein entitled "Special Registration Instructions" or the box entitled "Special Delivery Instructions" or (b) such old Notes are tendered for the account of a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc. or a commercial bank or trust company having an office or correspondent in the United States (each, an "Eligible Institution"). (See Instruction 6.) Otherwise, all signatures on this Letter of Transmittal or a notice of withdrawal, as the case may be, must be guaranteed by an Eligible Institution. All signatures on bond powers and endorsements on certificates must also be guaranteed by an Eligible Institution.

2. DELIVERY OF THIS LETTER OF TRANSMITTAL AND OLD NOTES.

Unless the Exchange Agent has received a properly transmitted Agent's Message (as defined below), certificates for all physically delivered old Notes or confirmation of any book-entry transfer to the Exchange Agent at DTC of old Notes tendered by book-entry transfer, as well as, in each case (including cases where tender is effected by book-entry transfer), a properly completed and duly executed copy of this Letter of Transmittal or facsimile hereof and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein before 5:00 p.m., New York City time, on the Expiration Date. The method of delivery of the tendered old Notes, this Letter of Transmittal and all other required documents to the Exchange Agent is at the election and risk of the Holder and the delivery will be deemed made only when actually received by the Exchange Agent. If old Notes are sent by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery. No Letter of Transmittal or old Notes should be sent to the Company.

The Exchange Agent will make a request to establish an account with respect to the old Notes at DTC for purposes of the Exchange Offer within two business days after the date of the prospectus, and any financial institution that is a participant in DTC may make book-entry delivery of old Notes by causing DTC to transfer such old Notes into the appropriate Exchange Agent's account at DTC in accordance with DTC's procedures for transfer. However, although delivery of old Notes may be effected through book-entry transfer at DTC, the Letter of Transmittal, with any required signature guarantees or an Agent's Message (as defined in the next paragraph) in connection with a book-entry transfer and any other required documents, must, in any case, be transmitted to and received by the Exchange Agent at the address specified on the cover page of the Letter of Transmittal on or before the Expiration Date or the guaranteed delivery procedures described below must be complied with.

A Holder may tender old Notes that are held through DTC by transmitting its acceptance through DTC's Automated Tender Offer Program, for which the transaction will be eligible, and DTC will then edit and verify the acceptance and send an Agent's Message to the Exchange Agent for its acceptance. The term "Agent's Message" means a message transmitted by DTC to, and received by, the Exchange Agent and forming part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from each participant in DTC tendering the old Notes and that such participant has received the Letter of Transmittal and agrees to be bound by the terms of the Letter of Transmittal and the Company may enforce such agreement against such participant.

Holders who wish to tender their old Notes and (1) whose old Notes are not immediately available, or (2) who cannot deliver their old Notes, this Letter of Transmittal or any other documents required hereby to the Exchange Agent on or before the Expiration Date or comply with book-entry transfer procedures on a timely basis must tender their old Notes according to the guaranteed delivery procedures set forth in the prospectus. See "The Exchange Offer--Guaranteed Delivery Procedures."

Pursuant to such procedure: (1) such tender must be made by or through an Eligible Institution and (2) on or before the Expiration Date, the Exchange Agent must have received from the Eligible Institution either: (a) an Agent's Message with respect to guaranteed delivery or (b) a properly completed and duly executed Notice of Guaranteed Delivery (by facsimile transmission, overnight courier, mail or hand delivery) setting forth the name and address of the Holder of the old Notes, the certificate number or numbers of such old Notes and the principal amount of old Notes tendered, stating that the tender is being made thereby and guaranteeing that, within five New York Stock Exchange trading days after the date of signing of the Notice of Guaranteed Delivery, this Letter of Transmittal (or facsimile hereof) together with the certificate(s) representing the old Notes and any other required documents will be deposited by the Eligible Institution with the Exchange Agent. Such properly completed and executed Letter of Transmittal (or facsimile hereof), as well as all other documents required by this Letter of Transmittal and the certificate(s) representing all tendered old Notes in proper form for transfer (or a confirmation of book-entry transfer of such old Notes into the Exchange Agent's account at DTC), must be received by the Exchange Agent within five New York Stock Exchange trading days after the date of signing of the Notice of Guaranteed Delivery, all in the manner provided in the prospectus under the caption "The Exchange Offer--Guaranteed Delivery Procedures." Any Holder who wishes to tender his or her old Notes pursuant to the guaranteed delivery procedures described above must ensure that the Exchange Agent receives the Notice of Guaranteed Delivery before 5:00 p.m., New York City time, on the Expiration Date. Upon request to the Exchange Agent, a Notice of Guaranteed Delivery will be sent to Holders who wish to tender their old Notes according to the guaranteed delivery procedures set forth above.

All questions as to the validity, form, eligibility (including time of receipt), acceptance of tendered old Notes, and withdrawal of tendered old Notes will be determined by the Company in its sole discretion, which determination will be final and binding. All tendering Holders, by execution of this Letter of Transmittal (or facsimile thereof), will waive any right to receive notice of the acceptance of the old Notes for exchange. The Company reserves the absolute right to reject any and all old Notes not properly tendered or any old Notes the Company's acceptance of which might, in the Company's judgment or the judgment of the Company's counsel, be unlawful. The Company also reserves the right to waive any irregularities or conditions of the Exchange Offer as to particular old Notes. The Company's interpretation of the terms and conditions of the Exchange Offer (including the instructions in this Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of old Notes must be cured within such time as the Company will determine. Neither the Company, the Exchange Agent nor any other person will be under any duty to give notification of defects or irregularities with respect to tenders of old Notes, nor will any of them incur any liability for failure to give such notification. Tenders of old Notes, will not be deemed to have been made until such defects or irregularities have been cured to the Company's satisfaction or waived. Any old Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering Holders pursuant to the Company's determination, unless otherwise provided in this Letter of Transmittal, as soon as practicable following the Expiration Date. The Exchange Agent and has no fiduciary duties to the Holders with respect to the Exchange Offer and is acting solely on the basis of directions of the Company.

3. INADEQUATE SPACE.

If the space provided is inadequate, the certificate numbers and/or the number of old Notes should be listed on a separate signed schedule attached hereto.

4. TENDER BY HOLDER.

Only a Holder of old Notes may tender such old Notes in the Exchange Offer. Any beneficial owner of old Notes who is not the registered Holder and who wishes to tender should arrange with such registered Holder to execute and deliver this Letter of Transmittal on such beneficial owner's

behalf or must, before completing and executing this Letter of Transmittal and delivering his or her old Notes, either make appropriate arrangements to register ownership of the old Notes in such beneficial owner's name or obtain a properly complete bond power from the registered Holder or properly endorsed certificates representing such old Notes.

5. PARTIAL TENDERS; WITHDRAWALS.

Tenders of old Notes will be accepted only in integral multiples of \$1,000. If less than the entire principal amount of any old Notes is tendered, the tendering Holder should fill in the principal amount tendered in the third column (B) of the box entitled "Description of 7 5/8% Notes due June 9, 2003" above. The entire principal amount of any old Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated. If the entire principal amount of all old Notes is not tendered, then old Notes for the principal amount of old Notes not tendered and a certificate or certificates representing new Notes issued in exchange for any old Notes accepted will be sent to the Holder at his or her registered address, unless a different address is provided in the "Special Delivery Instructions" box above on this Letter of Transmittal or unless tender is made through DTC, promptly after the old Notes are accepted for exchange.

Except as otherwise provided herein, tenders of old Notes may be withdrawn at any time before 5:00 p.m., New York City time, on the Expiration Date. To withdraw a tender of old Notes in the Exchange Offer, a written notice (sent by facsimile transmission, mail or hand delivery) of withdrawal must be received by the Exchange Agent at its address set forth herein before 5:00 p.m., New York City time, on the Expiration Date. Any such notice of withdrawal must:

(1) specify the name of the person having deposited the old Notes to be withdrawn (the "Depositor"); (2) identify the old Notes to be withdrawn (including the certificate number or numbers and principal amount of such old Notes, or, in the case of old Notes transferred by book-entry transfer, the name and number of the account at DTC to be credited); (3) be signed by the Depositor in the same manner as the original signature on the Letter of Transmittal by which such old Notes were tendered (including any required signature guarantees) or be accompanied by documents of transfer sufficient to have the Exchange Agent with respect to the old Notes register the transfer of such old Notes into the name of the person withdrawing the tender; (4) specify the name in which any such old Notes are to be registered, if different from that of the Depositor; and (5) state that the Depositor is withdrawing the election to have such old Notes tendered. All questions as to the validity, form and eligibility (including time of receipt) of such notices will be determined by the Company, whose determination will be final and binding on all parties. Any old Notes so withdrawn will be deemed not to have been validly tendered for purposes of the Exchange Offer and no new Notes will be issued with respect thereto unless the old Notes so withdrawn are validly retendered. Any old Notes which have been tendered but which are not accepted for exchange by the Company will be returned to the Holder thereof without cost to such Holder as soon as practicable after withdrawal, rejection of tender or termination of the Exchange Offer. In the case of old Notes tendered by book-entry transfer into the Exchange Agent's account at DTC, the old Notes will be credited to an account with DTC specified by the Holder. Properly withdrawn old Notes may be retendered by following one of the procedures described in the prospectus under "The Exchange Offer--Procedures for Tendering Old 7 5/8% Notes" at any time before the Expiration Date.

6. SIGNATURES ON THE LETTER OF TRANSMITTAL; BOND POWERS AND ENDORSEMENTS.

If this Letter of Transmittal (or facsimile hereof) is signed by the registered Holder(s) of the old Notes tendered hereby, the signature must correspond with the name(s) as written on the face of the Old Note without alteration, enlargement or any change whatsoever. If any of the old Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If a number of old Notes registered in different names are tendered, it will be necessary to complete, sign and submit as many copies of this Letter of Transmittal as there are different registrations of old Notes.

If this Letter of Transmittal (or facsimile hereof) is signed by the registered Holder or Holders (which term, for the purposes described herein, will include a book-entry transfer facility whose name appears on a security listing as the owner of the old Notes) of old Notes tendered and the certificate or certificates for new Notes issued in exchange therefor is to be issued (or any untendered principal amount of old Notes to be reissued) to the registered Holder, then such Holder need not and should not endorse any tendered old Notes, nor provide a separate bond power. In any other case, such Holder must either properly endorse the old Notes tendered or transmit a properly completed separate bond power with this Letter of Transmittal with the signatures on the endorsement or bond power guaranteed by an Eligible Institution.

If this Letter of Transmittal (or facsimile hereof) is signed by a person other than the registered Holder or Holders of any old Notes listed, such old Notes must be endorsed or accompanied by appropriate bond powers in each case signed as the name of the registered Holder or Holders appears on the old Notes.

If this Letter of Transmittal (or facsimile hereof) or any old Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, or officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and unless waived by the Company, evidence satisfactory to the Company of their authority so to act must be submitted with this Letter of Transmittal.

Endorsement on old Notes or signatures on bond powers required by this Instruction 6 must be guaranteed by an Eligible Institution.

7. SPECIAL REGISTRATION AND DELIVERY INSTRUCTIONS.

Tendering Holders should indicate, in the applicable box or boxes, the name and address to which new Notes or substitute old Notes for principal amounts not tendered or not accepted for exchange are to be issued or sent, if different from the name and address of the person signing this Letter of Transmittal. In the case of issuance in a different name, the taxpayer identification or social security number of the person named must also be indicated.

8. U.S. BACKUP TAX WITHHOLDING AND INTERNAL REVENUE SERVICE FORM W-9.

Under the federal income tax laws, payments that may be made by the Company on account of new Notes issued pursuant to the Exchange Offer may be subject to backup withholding at the rate of [31%]. In order to avoid such backup withholding, each tendering Holder should complete and sign the Substitute Form W-9 included in this Letter of Transmittal and either (a) provide the correct taxpayer identification number ("TIN") and certify, under penalties of perjury, that the TIN provided is correct and that (1) the Holder has not been notified by the Internal Revenue Service (the "IRS") that the Holder is subject to backup withholding as a result of failure to report all interest or dividends or (2) the IRS has notified the Holder that the Holder is no longer subject to backup withholding; or (b) provide an adequate basis for exemption. If the tendering Holder has not been issued a TIN and has applied for one, or intends to apply for one in the near future, such Holder should write "Applied For" in the space provided for the TIN in Part I of the Substitute Form W-9, sign and date the Substitute Form W-9 and sign the Certificate of Payee Awaiting Taxpayer Identification Number. If "Applied For" is written in Part I, the Company (or the Exchange Agent under the Indenture governing the new Notes) will retain

[31%] of payments made to the tendering Holder during the 60-day period following the date of the Substitute Form W-9. If the Holder furnishes the Exchange Agent or the Company with its TIN within 60 days after the date of the Substitute Form W-9, the Company, the Exchange Agent will remit such amounts retained during the 60-day period to the Holder and no further amounts will be retained or withheld from payments made to the Holder thereafter. If,

however, the Holder has not provided the Exchange Agent or the Company with its TIN within such 60-day period, the Company, the Exchange Agent will remit such previously retained amounts to the IRS as backup withholding. In general, if a Holder is an individual, the TIN is the social security number of such individual. If the Exchange Agent or the Company are not provided with the correct TIN, the Holder may be subject to a \$50 penalty imposed by the IRS. Certain Holders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual to qualify as an exempt recipient, such Holder must submit a statement (generally, IRS Form W-8), signed under penalties of perjury, attesting to that individual's exempt status. For further information concerning backup withholding and instructions for completing the Substitute Form W-9 (including how to obtain a taxpayer identification number if you do not have one and how to complete the Substitute Form W-9 if old Notes are registered in more than one name), consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9. Failure to complete the Substitute Form W-9 will not, by itself, cause old Notes to be deemed invalidly tendered, but may require the Company, the Exchange Agent to withhold [31%] of the amount of any payments made on account of new Notes. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the IRS.

9. TRANSFER TAXES.

Holders who tender their old Notes for exchange will not be obligated to pay any transfer taxes in connection therewith. If, however, certificates representing new Notes or old Notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be registered in the name of, any person other than the registered Holder of the old Notes tendered hereby, or if tendered old Notes are registered in the name of a person other than the person signing this Letter of Transmittal, or if a transfer tax is imposed for any reason other than the exchange of old Notes pursuant to the Exchange Offer, then the amount of any such transfer taxes (whether imposed on the registered Holder or on any other persons) will be payable by the tendering Holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with this Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering Holder. See the prospectus under "The Exchange Offer--Transfer Taxes."

Except as provided in this Instruction 9, it will not be necessary for transfer tax stamps to be affixed to the old Notes listed in this Letter of Transmittal.

10. WAIVER OF CONDITIONS.

The Company reserves the right, in its sole discretion, to amend, waive or modify specified conditions in the Exchange Offer in the case of any old Notes tendered.

11. MUTILATED, LOST, STOLEN OR DESTROYED OLD NOTES.

Any tendering Holder whose old Notes have been mutilated, lost, stolen or destroyed should contact the Exchange Agent at the address indicated herein for further instructions.

12. REQUESTS FOR ASSISTANCE, COPIES.

Requests for assistance and requests for additional copies of the prospectus or this Letter of Transmittal may be directed to the Exchange Agent at the address specified in the prospectus. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

(DO NOT WRITE IN SPACE BELOW)

CERTIFICATE SURRENDERED

OLD NOTES TENDERED

OLD NOTES ACCEPTED

Received
Accepted by
Checked by
Delivery Prepared by
Checked by
Date

TO BE COMPLETED BY ALL TENDERING HOLDERS
(SEE INSTRUCTION 5)

PAYOR'S NAME: BANK ONE TRUST COMPANY, N.A.

SUBSTITUTE
FORM W-9
DEPARTMENT OF THE TREASURY INTERNAL
REVENUE SERVICE REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

PART I--Taxpayer
Identification Number
("TIN"). Enter your TIN in
the appropriate box. For
individuals, this is your
Social Security Number
(SSN). For sole
proprietors, see the
Instructions in the
enclosed Guidelines. For
other entities, it is your
Employer Identification
Number (EIN). If you do
not have a number, see how
to get a TIN in the
enclosed Guidelines.

Social Security Number
or
Employer Identification Number

PART II--For Payees exempt for backup withholding. See Part II of
instructions in the enclosed Guidelines. NOTE: If the account is
in more than one name, see the chart on Page 2 of the enclosed
guidelines on whose number to enter.

PART III--CERTIFICATION--UNDER PENALTIES OF PERJURY, I CERTIFY
THAT:
(1) the number shown on this form is my correct Taxpayer
Identification Number (or I am waiting for a number to be issued
to me).
(2) I am not subject to backup withholding because: (a) I am
exempt from backup withholding, or (b) I have not been notified by
the Internal Revenue Service (the "IRS") that I am subject to
backup withholding as a result of a failure to report all interest
or dividends, or (c) the IRS has notified me that I am no longer
subject to backup withholding.

Signature

Date

CERTIFICATION INSTRUCTIONS--You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest of dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and general payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

CERTIFICATION OF PAYEE AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify, under penalties of perjury, that a Taxpayer Identification Number has not been issued to me, and that I mailed or delivered an application to receive a Taxpayer Identification Number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that if I do not provide a Taxpayer Identification Number to the payor, [31%] of all payments made to me on account of the new Notes will be retained until I provide a Taxpayer Identification Number within 60 days, such retained amounts will be remitted to the Internal Revenue Service as backup withholding and [31%] of all reportable payments made to me thereafter will be withheld and remitted to the Internal Revenue Service until I provide a Taxpayer Identification Number.

Signature _____ Date _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF [31%] OF ANY PAYMENTS MADE TO YOU ON ACCOUNT OF THE NEW NOTES. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

**OFFER TO EXCHANGE
QWEST CORPORATION**

**7 5/8% NOTES DUE JUNE 9, 2003 WHICH HAVE BEEN
REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED FOR ANY AND ALL OUTSTANDING 7 5/8% NOTES
DUE JUNE 9, 2003**

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME ON

**, 2000, UNLESS EXTENDED. TENDERS OF 7 5/8% NOTES DUE JUNE 9, 2003, MAY ONLY BE WITHDRAWN UNDER THE
CIRCUMSTANCES DESCRIBED IN THE PROSPECTUS AND THE LETTER OF TRANSMITTAL.**

To Our Clients:

Enclosed for your consideration is a prospectus dated , 2000 (the "prospectus") and the related Letter of Transmittal (the "Letter of Transmittal"), relating to the offer (the "Exchange Offer") of Qwest Corporation (the "Company") to exchange up to \$1,000,000,000 aggregate principal amount of new 7 5/8% Notes due June 9, 2003, which will be freely transferable (the "new Notes"), for any and all outstanding 7 5/8% Notes due June 9, 2003, which have certain transfer restrictions (the "old Notes"), upon the terms and subject to the conditions described in the prospectus and the related Letter of Transmittal. The Exchange Offer is intended to satisfy certain obligations of the Company contained in the Registration Rights Agreement dated , , between the Company and the initial purchasers of the old Notes.

This material is being forwarded to you as the beneficial owner of the old Notes carried by us for your account but not registered in your name. A TENDER OF SUCH OLD NOTES MAY ONLY BE MADE BY US AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS.

Accordingly, we request instructions as to whether you wish us to tender on your behalf the old Notes held by us for account, pursuant to the terms and conditions set forth in the enclosed prospectus and Letter of Transmittal.

Please forward your instructions to us as promptly as possible in order to permit us to tender the old Notes on your behalf in accordance with the provisions of the Exchange Offer. The Exchange Offer will expire at 5:00 p.m., New York City time, on , 2000 (the "Expiration Date"), unless extended by the Company. Any old Notes tendered pursuant to the Exchange Offer may be withdrawn at any time before 5:00 p.m., New York City time, on the Expiration Date.

Your attention is directed to the following:

1. The Exchange Offer is for any and all old Notes.
2. The Exchange Offer is subject to certain conditions set forth in the prospectus in the section captioned "The Exchange Offer--Conditions of the Exchange Offer."
3. The Exchange Offer expires at 5:00 p.m., New York City time, on the Expiration Date, unless extended by the Company.

If you wish to have us tender your old Notes, please so instruct us by completing, executing and returning to us the instruction form on the back of this letter.

THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR INFORMATION ONLY AND MAY

NOT BE USED DIRECTLY BY YOU TO TENDER OLD NOTES.

INSTRUCTIONS WITH RESPECT TO THE EXCHANGE OFFER

The undersigned acknowledge(s) receipt of this letter and the enclosed materials referred to therein relating to the Exchange Offer made by the Company with respect to the old Notes.

This will instruct you to tender the old Notes held by you for the account of the undersigned, upon and subject to terms and conditions set forth in the prospectus and the related Letter of Transmittal.

Please tender the old Notes held by you for the account of the undersigned as indicated below:

	AGGREGATE PRINCIPAL AMOUNT OF OLD NOTES
7 5/8% Notes due June 9, 2003	-----

/ / Please do not tender any old Notes held by you for the account of the undersigned.	
Dated: , 2000	-----

	Signature(s)

	Please print name(s) here

	Address(es)

	Area Code(s) and Telephone Number(s)

	Tax Identification or Social Security No(s).

NONE OF THE OLD NOTES HELD BY US FOR YOUR ACCOUNT WILL BE TENDERED UNLESS WE RECEIVE WRITTEN INSTRUCTIONS FROM YOU TO DO SO. UNLESS A SPECIFIC CONTRARY INSTRUCTION IS GIVEN IN THE SPACE PROVIDED, YOUR SIGNATURE(S) HEREON SHALL CONSTITUTE AN INSTRUCTION TO US TO TENDER ALL THE OLD NOTES HELD BY US FOR YOUR ACCOUNT.

**OFFER TO EXCHANGE
QWEST CORPORATION
7 5/8% NOTES DUE JUNE 9, 2003
FOR ANY AND ALL
OUTSTANDING 7 5/8% NOTES DUE JUNE 9, 2003**

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME ON

, 2000, UNLESS EXTENDED. TENDERS OF 7 5/8% NOTES DUE JUNE 9, 2003 MAY ONLY BE WITHDRAWN UNDER THE CIRCUMSTANCES DESCRIBED IN THE PROSPECTUS AND THE LETTER OF TRANSMITTAL.

To: Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

Qwest Corporation (the "Company") hereby offers to exchange (the "Exchange Offer"), upon and subject to the terms and conditions set forth in the prospectus dated , 2000 (the "prospectus") and the enclosed Letter of Transmittal (the "Letter of Transmittal"), up to \$1,000,000,000 aggregate principal amount of new 7 5/8% Notes due June 9, 2003, which will be freely transferable (the "new Notes"), for any and all outstanding 7 5/8% Notes due June 9, 2003, which have certain transfer restrictions (the "old Notes"). The Exchange Offer is intended to satisfy certain obligations of the Company contained in the Registration Rights Agreement dated , , between the Company and the initial purchasers of the old Notes.

We are requesting that you contact your clients for whom you hold old Notes regarding the Exchange Offer. For your information and for forwarding to your clients for whom you hold old Notes registered in your name or in the name of your nominee, or who hold old Notes registered in their own names, we are enclosing the following documents:

1. prospectus dated , 2000;
2. The Letter of Transmittal for your use and for the information of your clients;
3. A Notice of Guaranteed Delivery to be used to accept the Exchange Offer if certificates for old Notes are not immediately available or time will not permit all required documents to reach the principal exchange agent, Bank One Trust Company, National Association (the "Exchange Agent") before the Expiration Date (as defined below) or if the procedure for book-entry transfer cannot be completed on a timely basis;
4. A form of letter which may be sent to your clients for whose account you hold old Notes registered in your name or the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Exchange Offer;
5. Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9; and
6. Return envelopes addressed to the Exchange Agent for the old Notes.

YOUR PROMPT ACTION IS REQUESTED. THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2000 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY THE COMPANY. ANY OLD NOTES TENDERED PURSUANT TO THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME BEFORE 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

To participate in the Exchange Offer, a duly executed and properly completed Letter of Transmittal (or facsimile thereof), with any required signature guarantees and any other required documents, must be sent to the Exchange Agent and certificates representing the old Notes must be delivered to the Exchange Agent, all in accordance with the instructions set forth in the Letter of Transmittal and the prospectus.

If holders of old Notes wish to tender, but it is impracticable for them to forward their certificates for old Notes before the expiration of the Exchange Offer or to comply with the book-entry transfer procedures on a timely basis, a tender may be effected by following the guaranteed delivery procedures described in the prospectus under "The Exchange Offer--Guaranteed Delivery Procedures." Any inquiries you may have with respect to the Exchange Offer or requests for additional copies of the enclosed materials should be directed to the Exchange Agent for the old Notes, at its address and telephone numbers set forth on the front of the Letter of Transmittal.

Very truly yours, Qwest Corporation

NOTHING HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF THE COMPANY OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE EXCHANGE OFFER, EXCEPT FOR STATEMENTS EXPRESSLY MADE IN THE PROSPECTUS OR THE LETTER OF TRANSMITTAL.

Enclosures

**NOTICE OF GUARANTEED DELIVERY
FOR
7 5/8% NOTES DUE JUNE 9, 2003
OF
QWEST CORPORATION**

As set forth in the prospectus dated , 2000 (the "prospectus") of Qwest Corporation (the "Company") and in the Letter of Transmittal (the "Letter of Transmittal"), this form or a form substantially equivalent to this form must be used to accept the Exchange Offer (as defined below) if the certificates for the outstanding 7 5/8% Notes due June 9, 2003 (the "old Notes") of the Company and all other documents required by the Letter of Transmittal cannot be delivered to the Exchange Agent (as defined below) by the expiration of the Exchange Offer or compliance with book-entry transfer procedures cannot be effected on a timely basis. Such form may be delivered by hand or transmitted by facsimile transmission, mail or overnight courier to the Exchange Agent no later than the Expiration Date, and must include a signature guarantee by an eligible guarantor institution as set forth below.

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME ON

, 2000 (THE "EXPIRATION DATE"), UNLESS EXTENDED. TENDERS OF 7 5/8% NOTES DUE JUNE 9, 2003 MAY ONLY BE WITHDRAWN UNDER THE CIRCUMSTANCES DESCRIBED IN THE PROSPECTUS AND THE LETTER OF TRANSMITTAL.

TO: BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION (THE PRINCIPAL "EXCHANGE AGENT")

BY MAIL:

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION
ATTENTION: EXCHANGES
GLOBAL CORPORATE TRUST SERVICES
1 BANK ONE PLAZA,
MAIL SUITE 1L 1-0122
CHICAGO, IL 60670-0122

or

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION
ATTENTION: EXCHANGES
GLOBAL CORPORATE TRUST SERVICES
14 WALL STREET, 8(TH) FLOOR
NEW YORK, NY 10005

BY FACSIMILE:
(312) 407-8853
ATTENTION: EXCHANGES

BY HAND, OVERNIGHT MAIL
OR COURIER:

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION
ATTENTION: EXCHANGES
GLOBAL CORPORATE TRUST SERVICES
ONE NORTH STATE STREET,
9(TH) FLOOR
CHICAGO, IL 60602

or

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION
ATTENTION: EXCHANGES
GLOBAL CORPORATE TRUST SERVICES
14 WALL STREET, 8(TH) FLOOR
NEW YORK, NY 10005

FOR INFORMATION OR CONFIRMATION
BY TELEPHONE:
(800) 524-9472

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OR TRANSMISSION TO A FACSIMILE NUMBER OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY. THE METHOD OF DELIVERY OF ALL DOCUMENTS, INCLUDING CERTIFICATES, IS AT THE RISK OF THE HOLDER. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. YOU SHOULD READ THE INSTRUCTIONS ACCOMPANYING THE LETTER OF TRANSMITTAL CAREFULLY BEFORE YOU COMPLETE THIS GUARANTEED DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an eligible guarantor institution under the instructions thereto, such signature must appear in the applicable space provided on the Letter of Transmittal for Guarantee of Signature(s).

Ladies and Gentlemen:

The undersigned acknowledges receipt of the prospectus and the related Letter of Transmittal which describes the Company's offer (the "Exchange Offer") to exchange \$1,000 in principal amount of new 7 5/8% Notes due June 9, 2003 (the "new Notes") for each \$1,000 in principal amount of old Notes.

The undersigned hereby tenders to the Company the aggregate principal amount of old Notes set forth below on the terms and conditions set forth in the prospectus and the related Letter of Transmittal pursuant to the guaranteed delivery procedures set forth in "The Exchange Offer--Guaranteed Delivery Procedures" section in the prospectus and the accompanying Letter of Transmittal.

The undersigned understands that no withdrawal of a tender of old Notes may be made after 5:00 p.m., New York City time, on the Expiration Date. The undersigned understands that for a withdrawal of a tender of old Notes to be effective, a written notice of withdrawal that complies with the requirements of the Exchange Offer must be timely received by the Exchange Agent at its address specified on the cover of this Notice of Guaranteed Delivery before 5:00 p.m., New York City time, on the Expiration Date.

The undersigned understands that the exchange of old Notes for new Notes pursuant to the Exchange Offer will be made only after timely receipt by the Exchange Agent of (1) such old Notes (or book-entry confirmation of the transfer of such old Notes into the Exchange Agent's account at The Depository Trust Company ("DTC")) and (2) a Letter of Transmittal (or facsimile thereof) with respect to such old Notes, properly completed and duly executed, with any required signature guarantees, this Notice of Guaranteed Delivery and any other documents required by the Letter of Transmittal or a properly transmitted Agent's Message. The term "Agent's Message" means a message transmitted by DTC to, and received by, the Exchange Agent and forming part of the confirmation of a book-entry transfer, which states that DTC has received an express acknowledgment from a participant in DTC tendering the old Notes and that such participant has received the Letter of Transmittal and agrees to be bound by the terms of the Letter of Transmittal and the Company may enforce such agreement against such participant.

All authority conferred or agreed to be conferred by this Notice of Guaranteed Delivery will not be affected by, and will survive, the death or incapacity of the undersigned, and every obligation of the undersigned under this Notice of Guaranteed Delivery will be binding on the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

PLEASE COMPLETE

Principal Amount of old Notes Tendered:	If old Notes will be delivered by book-entry transfer at DTC, insert Depository Account No.:
-----	-----
Certificate No.(s) of old Notes (if available):	

PLEASE SIGN AND PRINT NAME(S) AND ADDRESS(ES)

Signature(s) of Registered Holder(s) or Authorized Signatory:	Name(s) of Registered Holder(s)
-----	-----
-----	-----
-----	-----
Date:	Address(es):
-----	-----

	Area Code and Telephone No.:

This Notice of Guaranteed Delivery must be signed by the registered holder(s) of old Notes exactly as its (their) name(s) appear on certificates for old Notes or on a security position listing as the owner of old Notes, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must provide the following information.

Name(s):

Capacity:

Address(es):

DO NOT SEND OLD NOTES WITH THIS FORM. OLD NOTES SHOULD BE SENT TO THE EXCHANGE AGENT TOGETHER WITH A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL.

GUARANTEE
(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc. or a commercial bank or trust company having an office or a correspondent in the United States, or otherwise an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), hereby (1) represents that each holder of old Notes on whose behalf this tender is being made "own(s)" the old Notes covered hereby within the meaning of Rule 13d-3 under the Exchange Act; (2) represents that such tender of old Notes complies with Rule 14e-4 of the Exchange Act; and (3) guarantees that, within five New York Stock Exchange trading days after the date of signing of the Notice of Guaranteed Delivery, a properly completed and duly executed Letter of Transmittal (or a facsimile thereof), together with certificates representing the old Notes covered hereby in proper form for transfer (or confirmation of the book-entry transfer of such old Notes into the Exchange Agent's account at DTC, pursuant to the procedure for book-entry transfer set forth in the prospectus) and required documents will be deposited by the undersigned with the Exchange Agent.

The undersigned acknowledges that it must deliver the Letter of Transmittal and old Notes tendered hereby to the Exchange Agent within the time period set forth above and the failure to do so could result in financial loss to the undersigned.

Name of Firm

Address

Area Code and Telephone No:

Authorized Signature

Title

Name:

(Please Type or Print)

Dated:

PLEASE DO NOT SEND CERTIFICATES FOR OLD NOTES WITH THIS FORM. CERTIFICATES FOR OLD NOTES SHOULD ONLY BE SENT WITH YOUR LETTER OF TRANSMITTAL.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER.--Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

FOR THIS TYPE OF ACCOUNT:		GIVE THE SOCIAL SECURITY NUMBER OF:
1.	An individual's account	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3.	Husband and wife (joint account)	The actual owner of the account or, if joint funds, the first individual on the account(1)
4.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
5.	Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor(1)
6.	Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor, or incompetent person(3)
7.	(a) The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
	(b) So-called trust account that is not a legal or valid trust under State law	The actual owner(1)
8.	Sole proprietorship account	The owner(4)
FOR THIS TYPE OF ACCOUNT:		GIVE THE EMPLOYER IDENTIFICATION NUMBER OF:
9.	A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)(5)
10.	Corporate account	The corporation
11.	Religious, charitable, or educational organization account	The organization
12.	Partnership account held in the name of the business	The partnership
13.	Association, club, or other tax-exempt organization	The organization
14.	A broker or registered	The broker or nominee

15.	Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity
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the person whose number you furnish.

furnish the minor's social security number.

competent person's name and furnish such person's social security number.

the legal trust, estate, or pension trust.

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**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

PAGE 2

OBTAINING A NUMBER

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card (for individuals), or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on ALL payments include the following (Section references are to the Internal Revenue Code):

- A corporation.
- A financial institution.
- An organization exempt from tax under section 501(a), or an individual retirement plan, or a custodial account under Section 403(b)(7).
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency, or instrumentality thereof.
- A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- An exempt charitable remainder trust, or a non-exempt trust described in section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals.

NOTE: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.

- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free government bonds under section 1451.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Exempt payees described above should file a Substitute Form W-9 to avoid possible erroneous backup withholding.

FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.

Certain payments other than interest, dividends, and patronage dividends, that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A(a), 6042, 6044, 6045, 6049, 6050A, and 6050N, and the regulations under those sections.

PRIVACY ACT NOTICE. Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. Payers must be given the numbers whether or not recipients are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER.--If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) FAILURE TO REPORT CERTAIN DIVIDEND AND INTEREST PAYMENTS.--If you fail to include any portion of an includible payment for interest, dividends or patronage dividends in gross income, such failure is strong evidence of negligence. If negligence is shown, you will be subject to a penalty of 20% on any portion of an underpayment attributable to that failure.

(3) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING.--If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

(4) CRIMINAL PENALTY FOR FALSIFYING INFORMATION.--Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

October 11, 2000

Qwest Corporation
1801 California Street
Denver, Colorado 80202

RE: REGISTRATION STATEMENT ON FORM S-4

Ladies and Gentlemen:

We have acted as special counsel to Qwest Corporation, a Colorado corporation (the "Company"), in connection with the preparation and filing by the Company with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-4 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration by the Company of \$1,000,000,000 aggregate principal amount of its 7 5/8% Notes due June 9, 2003 (the "new Notes"). The Registration Statement also relates to the offer by the Company to exchange the new Notes for all of its outstanding \$1,000,000,000 aggregate principal amount of 7 5/8% Notes due June 9, 2003 (the "old Notes"), previously issued pursuant to the Purchase Agreement, dated June 5, 2000 (the "Purchase Agreement"), and filed as an exhibit to the Registration Statement. The new Notes will be issued pursuant to the terms of the Registration Rights Agreement, dated as of June 5, 2000, between the Company and the initial purchasers party thereto (the "Registration Rights Agreement") and filed as an exhibit to the Registration Statement and pursuant to an Indenture, dated October 15, 1999, between the Company and Bank One Trust Company, National Association, as trustee (the "Indenture").

In our capacity as such counsel, we have examined originals or copies of those corporate and other records and documents we considered appropriate. We have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with originals of all documents submitted to us as copies.

On the basis of such examination, our reliance upon the assumptions in this opinion and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that the new Notes, when duly executed and authenticated in the manner contemplated in the Indenture and issued and delivered in exchange for the old Notes as contemplated in the Prospectus will be legally valid and binding

obligations of the Company, enforceable against the Company 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.

The law covered by this opinion is limited to the present federal law of the United States, the present law of the State of New York and the present General Corporation Law of the State of Delaware. We express no opinion as to the laws of any other jurisdiction and no opinion regarding the statutes, administrative decisions, rules, regulations or requirements of any county, municipality, subdivision or local authority of any jurisdiction.

With respect to matters of Colorado law, we are relying upon the opinion of Holme Roberts & Owen LLP, dated the date hereof, a copy of which has been delivered to you. We are relying upon such opinion without independent verification thereof.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to this Firm in the Prospectus constituting a part of the Registration Statement under the caption "Legal Matters."

Respectfully submitted,

/s/ O'MELVENY & MYERS LLP

October 11, 2000

To: Qwest Corporation
1801 California Street
Denver, Colorado 80202

**Re: QWEST CORPORATION: REGISTRATION RIGHTS AGREEMENT AND EXCHANGE
OFFER**

Ladies and Gentlemen:

We have acted as special counsel with respect to the laws of the State of Colorado to Qwest Corporation (formerly known as U S WEST Communications, Inc.), a Colorado corporation (the "COMPANY"), in connection with the Registration Rights Agreement, dated as of June 5, 2000, among Lehman Brothers Inc., Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Banc of America Securities LLC, J.P. Morgan Securities Inc., Banc One Capital Markets, Inc., Commerzbank Capital Markets Corporation, First Union Securities, Inc., McDonald Investments Inc., A KeyCorp Company, RBC Dominion Securities Corporation, U.S. Bancorp Piper Jaffray Inc., Wells Fargo Bank and The Williams Capital Group, L.P. (collectively, the "INITIAL PURCHASERS") and the Company (the "REGISTRATION RIGHTS AGREEMENT"), which provides for an offer to exchange (the "EXCHANGE OFFER") up to \$1,000,000,000 aggregate principal amount of the 7 5/8% Notes due 2003 purchased by the Initial Purchasers pursuant to the Purchase Agreement, dated June 5, 2000, among Lehman Brothers Inc., Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Banc of America Securities LLC and J.P. Morgan Securities Inc., as representatives of the Initial Purchasers, and the Company (the "PURCHASE AGREEMENT"), in a transaction exempt from the registration requirements of the Securities Act of 1933, as amended (the "SECURITIES ACT"), for new 7 5/8% Notes due 2003 to be registered under the Securities Act (the "NEW NOTES"), all in accordance with the terms of the Registration Rights Agreement. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Registration Rights Agreement.

MATERIAL EXAMINED

In connection with this opinion, we have examined the following documents:

- i. A copy of the Registration Rights Agreement.
- ii. Photocopies of the applicable board resolutions of the Company pertaining to the Exchange Offer and the issuance and sale of the New Notes, certified as being complete, true and correct by an officer of the Company (the "BOARD RESOLUTIONS").
- iii. Certificate issued by the Colorado Secretary of State, dated as of September 29, 2000, relating to the due organization and good standing of the Company in the State of Colorado.

In addition, we have examined originals or photocopies of such other corporate documents and records of the Company, certificates of public officials relating to the Company and certificates of officers of the Company as we have deemed necessary as a basis for the opinions expressed herein. As to all factual matters material to the opinions expressed herein, we have (with your permission and without any independent investigation) relied upon, and assumed the accuracy and completeness of, such certificates and corporate records.

ASSUMPTIONS

In connection with this opinion, we have, with your consent and without investigation or independent verification, assumed the following:

- a. All signatures are genuine, all documents and instruments submitted to us as originals are authentic and all documents and instruments submitted to us as photocopies, telecopies or facsimiles conform to the original documents and instruments.
- b. All documents we have reviewed are enforceable in accordance with their respective terms against the parties thereto.

OPINION

Based solely upon the foregoing and subject to the comments, qualifications and other matters set forth herein, we are of the opinion that:

1. The Company is a corporation duly incorporated, and is validly existing and in good standing, under the laws of the State of Colorado, with corporate power to consummate the Exchange Offer in accordance with the terms of the Registration Rights Agreement.
2. The consummation of the Exchange Offer by the Company in accordance with the terms of the Registration Rights Agreement has been duly authorized by all necessary corporate action on the part of the Company, and the New Notes, when duly executed by authorized officers of the Company as set forth in the Board Resolutions and when duly executed and authenticated in the manner contemplated in the Indenture, shall be duly executed by the Company.

COMMENTS AND QUALIFICATIONS

A. **AT&T DIVESTITURE.** We express no opinion on the impact on the opinions contained herein of any litigation or ruling relating to the divestiture by American Telephone and Telegraph Company of ownership of its operating telephone companies.

B. **EXISTENCE AND GOOD STANDING.** The opinions expressed herein with respect to the due incorporation, existence and good standing of the Company are based solely upon the good standing certificate reviewed by us and described in the Material Examined section above.

C. **FCC/PUC MATTERS.** We express no opinion with respect to matters relating to the Federal Communications Commission or any state public utilities commission or similar authority for the Company, including without limitation whether any consents or approvals are required to be obtained from any such entity.

D. FACTUAL MATTERS. As to various questions of fact relevant to this opinion we have relied, without independent investigation, upon the certificates of officers of the Company.

E. LAW LIMITATIONS. All the opinions expressed herein are limited to the substantive laws of the State of Colorado.

F. NON-PARTICIPATION IN NEGOTIATIONS. We have not participated in negotiation of the Registration Rights Agreement, the Purchase Agreement or the transactions contemplated thereby, nor have we participated in the preparation of any documents or filings with respect to the Exchange Offer, including without limitation, any registration statements or related prospectuses, amendments or supplements relating thereto. Our undertaking has been limited to a review of the form and content of the Registration Rights Agreement to the extent we deem appropriate to render the opinions expressed herein. We have not reviewed any other agreement or been informed of any other understanding and we offer no opinion as to the effect of any such other agreement or understanding on the opinions expressed herein. Without limiting the generality of the foregoing, we express no opinion herein with respect to the legal, valid and binding nature of or the enforceability of the New Notes, with respect to which we understand that you have received a legal opinion from O'Melveny & Myers LLP, dated the date hereof.

The opinions expressed herein are rendered as of the date hereof. We do not undertake to advise you of matters that come to our attention subsequent to the date hereof and that may affect the opinions expressed herein, including without limitation, future changes in applicable law. This letter is our opinion as to certain legal conclusions as specifically set forth herein and is not and should not be deemed to be a representation or opinion as to any factual matters. The opinions expressed herein may be relied upon only by the addressees hereof in connection with the Exchange Offer; provided that O'Melveny & Myers LLP may rely on this opinion with respect to Colorado law for the purposes of delivering its legal opinion dated the date hereof in connection with the Exchange Offer. The opinions expressed herein may not be quoted in whole or in part or otherwise used or referred to in connection with any other transactions and may not be furnished to or filed with any governmental agency or other person or entity without the prior written consent of this firm; provided that we consent to

the filing by the Company of this opinion as an exhibit to the Registration Statement on Form S-4 (the "REGISTRATION STATEMENT") to be filed contemporaneously herewith with the Securities and Exchange Commission in connection with the Exchange Offer, and we further consent to the use of our name under the caption "Legal Opinions" in the Prospectus forming a part of the Registration Statement.

Very truly yours,

/s/ HOLME ROBERTS & OWEN LLP

October 11, 2000

Qwest Corporation
1801 California Street
Denver, Colorado 80202

RE: CERTAIN UNITED STATES FEDERAL INCOME TAX MATTERS

Dear Ladies and Gentlemen:

We have acted as special tax counsel to Qwest Corporation, a Colorado corporation (the "COMPANY"), in connection with the preparation of the Company's Registration Statement on Form S-4, filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "SECURITIES ACT"), on October 11, 2000 (as thereafter amended to the date hereof and together with all exhibits thereto, the "REGISTRATION STATEMENT"), relating to the offer by the Company to exchange up to \$1,000,000,000 aggregate principal amount of its new 7 5/8% Notes due June 3, 2003 (the "SECURITIES"), which have been registered under the Securities Act, for a like principal amount of its outstanding 7 5/8% Notes due June 3, 2003, which have not been so registered (the "EXCHANGE OFFER"). You have requested our opinion regarding certain United States federal income tax matters in connection with the Exchange Offer. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Registration Statement.

In formulating our opinion herein we have reviewed the Registration Statement and such certificates, records, and other documents as we have deemed necessary or appropriate as a basis for the opinion set forth below. In conducting such review for purposes of rendering our opinion we have not conducted an independent investigation of any of the facts set forth in the Registration Statement, certificates, or any other documents, records, or certificates, and have, consequently, relied upon the Company's representations that the information presented in such documents, records, or certificates or otherwise furnished to us accurately represent and completely describe all material facts relevant to our opinion herein, and upon the authenticity of documents submitted to us as originals or certified copies, the accuracy of copies, the genuineness of all signatures and the legal capacity of all natural persons. No facts have come to our attention, however, that would cause us to question the accuracy and completeness of such facts or documents in a material way.

Additionally, in rendering our opinion herein we have assumed that the Exchange Offer or any other transactions described in or contemplated by any of the aforementioned documents have been or will be consummated in accordance with the operative documents relating to such transactions.

The opinion set forth in this letter is based on relevant provisions of the Internal Revenue Code of 1986, as amended (the "CODE"), Treasury Regulations thereunder (including proposed and temporary Treasury Regulations), and interpretations of the foregoing as expressed in court decisions, administrative determinations, and the legislative history as of the date hereof. These provisions and interpretations are subject to change, which may or may not be retroactive in effect, that might result in modifications of our opinion. Our opinion is not binding on the Internal Revenue Service or on the courts, and, therefore, provides no guarantee or certainty as to results. In addition, our opinion is based on certain factual representations and assumptions described herein. Any change occurring after the date hereof in, or a variation from, any of the foregoing bases for our opinion could affect the conclusion expressed below.

On the basis of the foregoing, our reliance upon the assumptions in this opinion and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that the statements made in the Registration Statement under the caption "CERTAIN U.S. FEDERAL TAX CONSIDERATIONS" insofar as such statements purport to summarize certain federal income tax laws of the United States or legal conclusions with respect thereto, constitute a fair summary of the principal United States federal tax consequences of the purchase, ownership and disposition of the Securities.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. We also consent to the references to O'Melveny & Myers LLP under the caption "Legal Matters" in the Registration Statement.

This opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matter relating to the Company or to any investment therein, or under any other law. We assume no obligation to update or supplement this opinion to reflect any facts or circumstances that arise after the date of this opinion and come to our attention, or any future changes in law.

Respectfully submitted,

/s/ O'MELVENY & MYERS LLP

EXHIBIT 12

QWEST CORPORATION RATIO OF EARNINGS TO FIXED CHARGES (IN MILLIONS)

	Year Ended December 31,					Six Months Ended June 30,	
	1999	1998	1997	1996	1995	2000	1999
Income before taxes.....	\$2,520	\$2,150	\$2,018	\$2,001	\$1,917	\$1,335	\$1,218
Interest expense (net of amounts capitalized).....	403	386	374	414	386	244	187
Interest factor on rentals (1/3).....	78	56	67	54	60	46	39
Earnings available for fixed charges.....	\$3,001	\$2,592	\$2,459	\$2,469	\$2,363	\$1,625	\$1,444
Interest expense.....	\$ 430	\$ 411	\$ 394	\$ 445	\$ 426	\$ 272	\$ 202
Interest factor on rentals (1/3).....	78	56	67	54	60	46	39
Fixed charges.....	\$ 508	\$ 467	\$ 461	\$ 499	\$ 486	\$ 318	\$ 241
Ratio of earnings to fixed charges.....	5.91	5.55	5.33	4.95	4.86	5.99	5.11

EXHIBIT 23(A)

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this Qwest Corporation (formerly U S WEST Communications, Inc.) (the "Company") Registration Statement on Form S-4 of our report dated January 26, 2000, on the consolidated balance sheets of the Company as of December 31, 1999 and 1998, and the related consolidated statements of income, stockholder's equity and cash flows for each of the three years in the period ended December 31, 1999, included in the Company's Form 10-K dated March 3, 2000 and to all references to our Firm included in this Registration Statement.

ARTHUR ANDERSEN LLP

Denver, Colorado,

October 11, 2000.

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

**CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY
OF A TRUSTEE PURSUANT TO SECTION 305(b)(2) ___**

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION
(EXACT NAME OF TRUSTEE AS SPECIFIED IN ITS CHARTER)

A NATIONAL BANKING ASSOCIATION

31-0838515
(I.R.S. EMPLOYER
IDENTIFICATION NUMBER)

100 EAST BROAD STREET, COLUMBUS, OHIO
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

43271-0181
(ZIP CODE)

**BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION
100 EAST BROAD STREET
COLUMBUS, OHIO 43271-0181
ATTN: STEVEN M. WAGNER, DIRECTOR, (312) 407-1819**
(NAME, ADDRESS AND TELEPHONE NUMBER OF AGENT FOR SERVICE)

QWEST CORPORATION
(EXACT NAME OF OBLIGOR AS SPECIFIED IN ITS CHARTER)

COLORADO
(STATE OR OTHER JURISDICTION OF
INCORPORATION OR ORGANIZATION)

84-0273800
(I.R.S. EMPLOYER
IDENTIFICATION NUMBER)

**1801 CALIFORNIA STREET
DENVER, COLORADO 80202**
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES) (ZIP CODE)

DEBT SECURITIES
(TITLE OF INDENTURE SECURITIES)

ITEM 1. GENERAL INFORMATION. FURNISH THE FOLLOWING INFORMATION AS TO THE TRUSTEE:

(a) NAME AND ADDRESS OF EACH EXAMINING OR SUPERVISING AUTHORITY TO WHICH IT IS SUBJECT.

Comptroller of Currency, Washington, D.C.; Federal Deposit Insurance Corporation, Washington, D.C.; The Board of Governors of the Federal Reserve System, Washington D.C.

(b) WHETHER IT IS AUTHORIZED TO EXERCISE CORPORATE TRUST POWERS.

The trustee is authorized to exercise corporate trust powers.

ITEM 2. AFFILIATIONS WITH THE OBLIGOR. IF THE OBLIGOR IS AN AFFILIATE OF THE TRUSTEE, DESCRIBE EACH SUCH AFFILIATION.

No such affiliation exists with the trustee.

ITEM 16. LIST OF EXHIBITS. LIST BELOW ALL EXHIBITS FILED AS A PART OF THIS STATEMENT OF ELIGIBILITY.

1. A copy of the articles of association of the trustee now in effect.
2. A copy of the certificate of authority of the trustee to commence business.
3. A copy of the authorization of the trustee to exercise corporate trust powers.
4. A copy of the existing by-laws of the trustee.
5. Not Applicable.
6. The consent of the trustee required by Section 321(b) of the Act.

7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

8. Not Applicable.

9. Not Applicable.

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Bank One Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this Statement of Eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Chicago and State of Illinois, on the 25th day of September, 2000.

**BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION,
TRUSTEE**

BY /s/ STEVEN M. WAGNER

*STEVEN M. WAGNER
DIRECTOR*

EXHIBIT 1

**A COPY OF THE ARTICLES OF ASSOCIATION OF THE
TRUSTEE NOW IN EFFECT**

**AMENDED AND RESTATED
ARTICLES OF ASSOCIATION
OF
BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION**

FIRST. The title of this Association shall be BANK ONE TRUST COMPANY, National Association.

SECOND. The main office of the Association shall be in the City of Columbus, County of Franklin, State of Ohio.

The business of the Association will be limited to the fiduciary powers and the support of activities incidental to the exercise of those powers. The Association will not expand or alter its business beyond that stated in this article without the prior approval of the Comptroller of the Currency.

THIRD. The Board of Directors of this Association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full Board of Directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the Association, or of a holding company owning the Association, with an aggregate par, fair market or equity value of not less than \$1,000, as of either (i) the date of purchase, (ii) the date the person became a director, or (iii) the date of that person's most recent election to the Board of Directors, whichever is more recent. Any combination of common or preferred stock of the Association or holding company may be used.

Any vacancy in the Board of Directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The Board of Directors may not increase the number of directors between meetings of shareholders to a number which: (1) exceeds by more than two the number of directors last elected by shareholders where the number was 15 or less; or (2) exceeds by more than four the number of directors last elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25.

Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office.

Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the Board of Directors, without voting power or power of final decision in matters concerning the business of the Association, may be appointed by resolution of a majority of the full Board of Directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted to determine the number of directors of the Association or the presence of a quorum in connection with any board action, and shall not be required to own qualifying shares.

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the Board of Directors may designate, on the day of each year specified therefor in the Bylaws or, if that day falls on a legal holiday in the state in which the Association is located, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the Board of Directors or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases at least 10 days advance notice of the meeting shall be given to the shareholders by first class mail.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares such shareholder owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by such shareholder. If the issuance of preferred stock with voting rights has been authorized by a vote of shareholders owning a majority of the common stock of the association, preferred shareholders will have cumulative voting rights and will be included within the same class as common shareholders, for purposes of elections of directors.

A director may resign at any time by delivering written notice to the Board of Directors, its chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of the purposes is to remove him or her is provided, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause, provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

FIFTH. The authorized amount of capital stock of this Association shall be eighty thousand shares of common stock of the par value of ten dollars (\$10.00) each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States.

No holder of shares of the capital stock of any class of the Association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued or sold, nor any right of subscription to any thereof other than such, if any, as the Board of Directors, in its discretion, may from time to time

determine and at such price as the Board of Directors may from time to time fix. Unless otherwise specified in the Articles of Association or required by law,

(1) all matters requiring shareholder action, including amendments to the Articles of Association, must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class on any matters requiring shareholder approval. If a proposed amendment would affect two or more classes or series in the same or a substantially similar way, all the classes or series so affected must vote together as a single voting group on the proposed amendment.

Shares of the same class or series may be issued as a dividend on a pro rata basis and without consideration. Shares of another class or series may be issued as share dividends in respect of a class or series of stock if approved by a majority of the votes entitled to be cast by the class or series to be issued unless there are no outstanding shares of the class or series to be issued. Unless otherwise provided by the Board of Directors, the record date for determining shareholders entitled to a share dividend shall be the date the Board of Directors authorizes the share dividend.

Unless otherwise provided in the Bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

If a shareholder is entitled to fractional shares pursuant to preemptive rights, a stock dividend, consolidation or merger, reverse stock split or otherwise, the Association may: (a) issue fractional shares or; (b) in lieu of the issuance of fractional shares, issue script or warrants entitling the holder to receive a full share upon surrendering enough script or warrants to equal a full share; (c) if there is an established and active market in the Association's stock, make reasonable arrangements to provide the shareholder with an opportunity to realize a fair price through sale of the fraction, or purchase of the additional fraction required for a full share; (d) remit the cash equivalent of the fraction to the shareholder; or (e) sell full shares representing all the fractions at public auction or to the highest bidder after having solicited and received sealed bids from at least three licensed stock brokers, and distribute the proceeds pro rata to shareholders who otherwise would be entitled to the fractional shares. The holder of a fractional share is entitled to exercise the rights for shareholder, including the right to vote, to receive dividends, and to participate in the assets of the Association upon liquidation, in proportion to the fractional interest. The holder of script or warrants is not entitled to any of these rights unless the script or warrants explicitly provide for such rights. The script or warrants may be subject to such additional conditions as:

(1) that the script or warrants will become void if not exchanged for full shares before a specified date; and (2) that the shares for which the script or warrants are exchangeable may be sold at the option of the Association and the proceeds paid to scripsholders.

The Association, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders. Obligations classified as debt, whether or not subordinated, which may be issued by the Association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

SIXTH. The Board of Directors shall appoint one of its members president of this Association, and one of its members chairperson of the board and shall have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the Association, and such other officers and employees as may be required to transact the business of this Association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors in accordance with the Bylaws. The Board of Directors shall have the power to:

- (1) Define the duties of the officers, employees, and agents of the Association.
- (2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the Association.
- (3) Fix the compensation and enter into employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.
- (4) Dismiss officers and employees.
- (5) Require bonds from officers and employees and to fix the penalty thereof.
- (6) Ratify written policies authorized by the Association's management or committees of the board.
- (7) Regulate the manner in which any increase or decrease of the capital of the Association shall be made, provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the association in accordance with law, and nothing shall raise or lower from two-thirds the percentage for shareholder approval to increase or reduce the capital.
- (8) Manage and administer the business and affairs of the Association.
- (9) Adopt initial Bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the Association.
- (10) Amend or repeal Bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to shareholders.
- (11) Make contracts.
- (12) Generally perform all acts that are legal for a Board of Directors to perform.

SEVENTH. The Board of Directors shall have the power to change the location of the main office of this Association to any other place within the limits of the City of Columbus, State of Ohio, without the approval of the shareholders; and shall have the power to change the location of the main office of this Association to any other place outside the limits of the City of Columbus, State of Ohio, but not more than thirty miles beyond such limits, with the affirmative vote of shareholders owning two-thirds of the stock of the Association, subject to receipt of a certificate of approval from the Comptroller of the Currency. The Board of Directors shall have the power to establish or change the location of any branch or branches of the Association to any other location permitted under applicable law without the approval of the shareholders, subject to approval by the Office of the Comptroller of the Currency. The Board of Directors shall have the power to establish or change the location of any nonbranch office or facility of the Association without the approval of the shareholders.

EIGHTH. The corporate existence of this Association shall continue until termination according to the laws of the United States.

NINTH. The Board of Directors of this Association, or any shareholders owning, in the aggregate, not less than 20 percent of the stock of this Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the Bylaws or the laws of the United States, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of this Association. Unless otherwise provided by the Bylaws, any action requiring approval of shareholders must be effected at a duly called annual or special meeting.

TENTH. The Association shall provide indemnification as set forth below:

Every person who is or was a Director, officer or employee of the Association or of any other corporation which he served as a Director, officer or employee at the request of the Association as part of his regularly assigned duties may be indemnified by the Association in accordance with the provisions of this Article against all liability (including, without limitation, judgments, fines, penalties, and settlements) and all reasonable expenses (including, without limitation, attorneys' fees and investigative expenses) that may be incurred or paid by him in connection with any claim, action, suit or proceeding, whether civil, criminal or administrative (all referred to hereafter in this Article as "Claims") or in connection with any appeal relating thereto in which he may become involved as a party or otherwise or with which he may be threatened by reason of his being or having been a Director, officer or employee of the Association or such other corporation, or by reason of any action taken or omitted by him in his capacity as such Director, officer or employee, whether or not he continues to be such at the time such liability or expenses are incurred; PROVIDED that nothing contained in this Article shall be construed to permit indemnification of any such person who is adjudged guilty of, or liable for, willful misconduct, gross neglect of duty or criminal acts, unless, at the time such indemnification is sought, such indemnification in such instance is permissible under applicable law and regulations, including published rulings of the Comptroller of the Currency or other appropriate

supervisory or regulatory authority; and PROVIDED FURTHER that there shall be no indemnification of Directors, officers, or employees against expenses, penalties, or other payments incurred in an administrative proceeding or action instituted by an appropriate regulatory agency which proceeding or action results in a final order assessing civil money penalties or requiring affirmative action by an individual or individuals in the form of payments to the Association.

Every person who may be indemnified under the provisions of this Article and who has been wholly successful on the merits with respect to any Claim shall be entitled to indemnification as of right. Except as provided in the preceding sentence, any indemnification under this Article shall be at the sole discretion of the Board of Directors and shall be made only if the Board of Directors or the Executive Committee acting by a quorum consisting of Directors who are not parties to such Claim shall find or if independent legal counsel (who may be the regular counsel of the Association) selected by the Board of Directors or Executive Committee whether or not a disinterested quorum exists shall render their opinion that in view of all of the circumstances then surrounding the Claim, such indemnification is equitable and in the best interests of the Association. Among the circumstances to be taken into consideration in arriving at such a finding or opinion is the existence or non-existence of a contract of insurance or indemnity under which the Association would be wholly or partially reimbursed for such indemnification, but the existence or non-existence of such insurance is not the sole circumstance to be considered nor shall it be wholly determinative of whether such indemnification shall be made. In addition to such finding or opinion, no indemnification under this Article shall be made unless the Board of Directors or the Executive Committee acting by a quorum consisting of Directors who are not parties to such Claim shall find or if independent legal counsel (who may be the regular counsel of the Association) selected by the Board of Directors or Executive Committee whether or not a disinterested quorum exists shall render their opinion that the Directors, officer or employee acted in good faith in what he reasonably believed to be the best interests of the Association or such other corporation and further in the case of any criminal action or proceeding, that the Director, officer or employee reasonably believed his conduct to be lawful. Determination of any Claim by judgment adverse to a Director, officer or employee by settlement with or without Court approval or conviction upon a plea of guilty or of NOLO CONTENDERE or its equivalent shall not create a presumption that a Director, officer or employee failed to meet the standards of conduct set forth in this Article. Expenses incurred with respect to any Claim may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking satisfactory to the Association by or on behalf of the recipient to repay such amount unless it is ultimately determined that he is entitled to indemnification under this Article.

The rights of indemnification provided in this Article shall be in addition to any rights to which any Director, officer or employee may otherwise be entitled by contract or as a matter of law. Every person who shall act as a Director, officer or employee of this Association shall be conclusively presumed to be doing so in reliance upon the right of indemnification provided for in this Article.

ELEVENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount. The Association's Board of Directors may propose one or more amendments to the Articles of Association for submission to the shareholders.

EXHIBIT 2

**A COPY OF THE CERTIFICATE OF AUTHORITY OF THE
TRUSTEE TO COMMENCE BUSINESS**

CERTIFICATE

I, John D. Hawke, Jr., Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq., as amended, 12 U.S.C. 1, et seq., as amended, has possession, custody and control of all records pertaining to the chartering of all National Banking Associations.
2. "Bank One Trust Company, National Association," Columbus, Ohio, (Charter No. 16235) is a National Banking Association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this Certificate.

IN TESTIMONY WHEREOF, I have hereunto

subscribed my name and caused my seal of

office to be affixed to these presents at the

**Treasury Department in the City of
Washington and District of Columbia, this
19th day of April, 2000.**

/s/ John D. Hawke, Jr.

Comptroller of the Currency

EXHIBIT 3

**A COPY OF THE AUTHORIZATION OF THE TRUSTEE
TO EXERCISE CORPORATE TRUST POWERS**

CERTIFICATE

I, John D. Hawke, Jr., Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq., as amended, 12 U.S.C. 1, et seq., as amended, has possession, custody and control of all records pertaining to the chartering of all National Banking Associations.
2. "Bank One Trust Company, National Association," Columbus, Ohio, (Charter No. 16235) was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 U.S.C. 92a, and that the authority so granted remains in full force and effect on the date of this Certificate.

IN TESTIMONY WHEREOF, I have hereunto

subscribed my name and caused my seal of

office to be affixed to these presents at the

Treasury Department in the City of

Washington and District of Columbia, this

19th day of April, 2000.

/s/ John D. Hawke, Jr.

Comptroller of the Currency

EXHIBIT 4

A COPY OF THE EXISTING BY-LAWS OF THE TRUSTEE

BANK ONE TRUST COMPANY, National Association BY-LAWS

ARTICLE I

MEETINGS OF SHAREHOLDERS

SECTION 1.01. ANNUAL MEETING. The regular annual meeting of the shareholders of the Bank for the election of Directors and for the transaction of such business as may properly come before the meeting shall be held at its main office, or other convenient place duly authorized by the Board of Directors, on the same day upon which any regular or special Board meeting is held from and including the first Monday of January to, and including, the fourth Monday of February of each year, or on the next succeeding banking day, if the day fixed falls on a legal holiday. If from any cause, an election of Directors is not made on the day fixed for the regular meeting of the shareholders or, in the event of a legal holiday, on the next succeeding banking day, the Board of Directors shall order the election to be held on some subsequent day, as soon thereafter as practicable, according to the provisions of law; and notice thereof shall be given in the manner herein provided for the annual meeting. Notice of such annual meeting shall be given by or under the direction of the Secretary, or such other officer as may be designated by the Chief Executive Officer, by first-class mail, postage prepaid, to all shareholders of record of the Bank at their respective addresses as shown upon the books of the Bank mailed not less than ten days prior to the date fixed for such meeting.

SECTION 1.02. SPECIAL MEETINGS. A special meeting of the shareholders of the Bank may be called at any time by the Board of Directors or by any three or more shareholders owning, in the aggregate, not less than ten percent of the stock of the Bank. Notice of any special meeting of the shareholders called by the Board of Directors, stating the time, place and purpose of the meeting, shall be given by or under the direction of the Secretary, or such other officer as is designated by the Chief Executive Officer, by first-class mail, postage prepaid, to all shareholders of record of the Bank at their respective addresses as shown upon the books of the Bank mailed not less than ten days prior to the date fixed for such meeting. Any special meeting of shareholders shall be conducted and its proceedings recorded in the manner prescribed in these By-Laws for annual meetings of shareholders.

SECTION 1.03. SECRETARY OF MEETING OF SHAREHOLDERS. The Board of Directors may designate a person to be the secretary of the meeting of shareholders. In the absence of a presiding officer, as designated by these By-Laws, the Board of Directors may designate a person to act as the presiding officer. In the event the Board of Directors fails to designate a person to preside at a meeting of shareholders and a secretary of such meeting, the shareholders present or represented shall elect a person to preside and a person to serve as secretary of the meeting. The secretary of the meeting of shareholders shall cause the returns made by the judges of election and other proceedings to be recorded in the minute books of the Bank. The presiding officer shall notify the Directors-elect of their election and to meet forthwith for the organization of the new Board of Directors. The minutes of the meeting shall be signed by the presiding officer and the secretary designated for the meeting.

SECTION 1.04. JUDGES OF ELECTION. The Board of Directors may appoint as many as three shareholders to be judges of the election, who shall hold and conduct the same, and who shall, after the election has been held, notify, in writing over their signatures, the secretary of the meeting of shareholders of the result thereof and the names of the Directors elected; provided, however, that upon failure for any reason of any judge or judges of election, so appointed by the Directors, to serve, the presiding officer of the meeting shall appoint other shareholders or their proxies to fill the vacancies. The judges of election, at the request of the chairman of the meeting, shall act as tellers of any other vote by ballot taken at such meeting, and shall notify, in writing over their signature, the secretary of the Board of Directors of the result thereof.

SECTION 1.05. PROXIES. In all elections of Directors, each shareholder of record, who is qualified to vote under the provisions of Federal Law, shall have the right to vote the number of shares of record in such shareholder's name for as many persons as there are Directors to be elected, or to cumulate such shares as provided by Federal Law. In deciding all other questions at meetings of shareholders, each shareholder shall be entitled to one vote on each share of stock of record in such shareholder's name. Shareholders may vote by proxy duly authorized in writing. All proxies used at the annual meeting shall be secured for that meeting only, or any adjournment thereof, and shall be dated, if not dated by the shareholder, as of the date of the receipt thereof. No officer or employee of this Bank may act as proxy.

SECTION 1.06. QUORUM. Holders of record of a majority of the shares of the capital stock of the Bank, eligible to be voted, present either in person or by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders, but shareholders present at any meeting and constituting less than a quorum may, without further notice, adjourn the meeting from time to time until a quorum is obtained. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the Articles of Association.

ARTICLE II DIRECTORS

SECTION 2.01. QUALIFICATIONS. Each Director shall have the qualifications prescribed by law. No person elected as a Director may exercise any of the powers of office until such Director has taken the oath of such office.

SECTION 2.02. VACANCIES. Directors of the Bank shall hold office for one year or until their successors are elected and qualified. Any vacancy in the Board shall be filled by

appointment of the remaining Directors, and any Director so appointed shall hold office until the next election.

SECTION 2.03. ORGANIZATION MEETING. The Directors elected by the shareholders shall meet for organization of the new Board of Directors at the time and place fixed by the presiding officer of the annual meeting. If at the time fixed for such meeting there is no quorum present, the Directors in attendance may adjourn from time to time until a quorum is obtained. A majority of the number of Directors elected by the shareholders shall constitute a quorum for the transaction of business.

SECTION 2.04. REGULAR MEETINGS. The regular meetings of the Board of Directors shall be held at such date, time and place as the Board may previously designate, or should the Board fail to so designate, at such date, time and place as the Chairman of the Board, Chief Executive Officer, or President may fix. Whenever a quorum is not present, the Directors in attendance shall adjourn the meeting to a time not later than the date fixed by the By-Laws for the next succeeding regular meeting of the Board. Members of the Board of Directors may participate in such meetings through use of conference telephone or similar communications equipment, so long as all members participating in such meetings can hear one another.

SECTION 2.05. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held at the call of the Chairman of the Board, Chief Executive Officer, or President, or at the request of two or more Directors. Any special meeting may be held at such place and at such time as may be fixed in the call. Written or oral notice shall be given to each Director not later than the day next preceding the day on which the special meeting is to be held, which notice may be waived in writing. The presence of a Director at any meeting of the Board of Directors shall be deemed a waiver of notice thereof by such Director. Whenever a quorum is not present, the Directors in attendance shall adjourn the special meeting from day to day until a quorum is obtained. Members of the Board of Directors may participate in such meetings through use of conference telephone or similar communications equipment, so long as all members participating in such meetings can hear one another.

SECTION 2.06. QUORUM. A majority of the Directors shall constitute a quorum at any meeting, except when otherwise provided by law; but a lesser number may adjourn any meeting, from time-to-time, and the meeting may be held, as adjourned, without further notice. When, however, less than a quorum as herein defined, but at least one-third and not less than two of the authorized number of Directors are present at a meeting of the Directors, business of the Bank may be transacted and matters before the Board approved or disapproved by the unanimous vote of the Directors present.

SECTION 2.07. COMPENSATION. Each member of the Board of Directors shall receive such fees for attendance at Board and Board committee meetings and such fees for service as a Director, irrespective of meeting attendance, as from time to time are fixed by resolution of the Board; provided, however, that payment hereunder shall not be made to a Director for meetings attended and/or Board service which are not for the Bank's sole

benefit and which are concurrent and duplicative with meetings attended or Board service for an affiliate of the Bank for which the Director receives payment; and provided further that fees hereunder shall not be paid in the case of any Director in the regular employment of the Bank or of one of its affiliates. Each member of the Board of Directors, whether or not such Director is in the regular employment of the Bank or of one of its affiliates, shall be reimbursed for travel expenses incident to attendance at Board and Board committee meetings.

SECTION 2.08. EXECUTIVE COMMITTEE. There may be a standing committee of the Board of Directors known as the Executive Committee which shall possess and exercise, when the Board is not in session, all the powers of the Board that may lawfully be delegated. The Executive Committee shall consist of at least three Board members, one of whom shall be the Chairman of the Board, Chief Executive Officer or the President. The other members of the Executive Committee shall be appointed by the Chairman of the Board, the Chief Executive Officer, or the President, with the approval of the Board, and who shall continue as members of the Executive Committee until their successors are appointed, provided, however, that any member of the Executive Committee may be removed by the Board upon a majority vote thereof at any regular or special meeting of the Board. The Chairman, Chief Executive Officer, or President shall fill any vacancy in the Executive Committee by the appointment of another Director, subject to the approval of the Board of Directors. The Executive Committee shall meet at the call of the Chairman, Chief Executive Officer, or President or any two members thereof at such time or times and place as may be designated. In the event of the absence of any member or members of the Executive Committee, the presiding member may appoint a member or members of the Board to fill the place or places of such absent member or members to serve during such absence. Two members of the Executive Committee shall constitute a quorum. When neither the Chairman of the Board, the Chief Executive Officer, nor President are present, the Executive Committee shall appoint a presiding officer. The Executive Committee shall report its proceedings and the action taken by it to the Board of Directors.

SECTION 2.09. OTHER COMMITTEES. The Board of Directors may appoint such special committees from time to time as are in its judgment necessary in the interest of the Bank.

ARTICLE III OFFICERS, MANAGEMENT STAFF AND EMPLOYEES

SECTION 3.01. OFFICERS AND MANAGEMENT STAFF.

(a) The executive officers of the Bank shall include a Chairman of the Board, Chief Executive Officer, President, Chief Financial Officer, Secretary, Security Officer, and may include one or more Senior Managing Directors or Managing Directors. The Chairman of the Board, Chief Executive Officer, President, any Senior Managing Director, any Managing Director, Chief Financial Officer, Secretary, and Security Officer shall be elected by the Board. The Chairman of the Board, Chief Executive Officer, and the President shall be elected by the Board from their own number. Such officers as the Board shall elect from their own number shall hold office from the date of their election as officers until the organization meeting of the Board of Directors following the next annual meeting of shareholders, provided, however, that such officers may be relieved of their duties at any time by action of the Board of Directors, in which event all the powers incident to their office shall immediately terminate. The Chairman of the Board, Chief Executive Officer, or the President shall preside at all meetings of shareholders and meetings of the Board of Directors.

(b) The management staff of the Bank shall include officers elected by the Board, officers appointed by the Chairman of the Board, the Chief Executive Officer, the President, any Senior Managing Director, any Managing Director, the Chief Financial Officer, and such other persons in the employment of the Bank who, pursuant to authorization by a duly authorized officer of the Bank, perform management functions and have management responsibilities. Any two or more offices may be held by the same person except that no person shall hold the office of Chairman of the Board, Chief Executive Officer and/or President and at the same time also hold the office of Secretary.

(c) Except as provided in the case of the elected officers who are members of the Board, all officers and employees, whether elected or appointed, shall hold office at the pleasure of the Board. Except as otherwise limited by law or these By-Laws, the Board assigns to the Chairman of the Board, the Chief Executive Officer, the President, any Senior Managing Director, any Managing Director, the Chief Financial Officer, and/or each of their respective designees the authority to control all personnel, including elected and appointed officers and employees of the Bank, to employ or direct the employment of such officers and employees as he or she may deem necessary, including the fixing of salaries and the dismissal of such officers and employees at pleasure, and to define and prescribe the duties and responsibilities of all officers and employees of the Bank, subject to such further limitations and directions as he or she may from time to time deem appropriate.

(d) The Chairman of the Board, the Chief Executive Officer, the President, any Senior Managing Director, any Managing Director, the Chief Financial Officer, and any other officer of the Bank, to the extent that such officer is authorized in writing by the Chairman of the Board, the Chief Executive Officer, the President, any Senior Managing Director, any Managing Director, or the Chief Financial Officer may appoint persons other than officers who are in employment of the Bank to serve in management positions and in connection therewith, the appointing officer may assign such title, salary, responsibilities and functions as are deemed appropriate, provided, however, that nothing contained herein shall be construed as placing any limitation on the authority of the Chairman of the Board, the Chief Executive Officer, the President, any Senior Managing Director, any Managing Director, or the Chief Financial Officer as provided in this and other sections of these By-Laws.

(e) The Senior Managing Directors and the Managing Directors of the Bank shall have general and active authority over the management of the business of the Bank, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall do or cause to be done all things necessary or proper to carry on the business of the Bank in accordance with provisions of applicable law and regulations. Each Senior Managing Director and Managing Director shall perform all duties incident to his or her office and such other and further duties, as may from time to time be required by the Chief Executive Officer, the President, the Board of Directors, or the shareholders. The specification of authority in these By-Laws wherever and to whomever granted shall not be construed to limit in any manner the general powers of delegation granted to a Senior Managing Director or a Managing Director in conducting the business of the Bank. In the absence of a Senior Managing Director or a Managing Director, such officer as is designated by the Senior Managing Director or the Managing Director shall be vested with all the powers and perform all the duties of the Senior Managing Director or the Managing Director as defined by these By-Laws.

(f) Each Managing Director who is assigned oversight of one or more trust service offices shall appoint a management committee known as the Investment Management and Trust Committee consisting of the Managing Director of the trust service offices and at least three other members who shall be capable and experienced officers of the Bank appointed from time to time by the Managing Director and who shall continue as members of the Investment Management and Trust Committee until their successors are appointed, provided, however, that any member of the Investment Management and Trust Committee may be removed by the Managing Director as provided in this and other sections of these By-Laws. The Managing Director shall fill any vacancy in the Investment Management and Trust Committee by the appointment of another capable and experienced officer of the Bank. Each Investment Management and Trust Committee shall meet at such date, time and place as the Managing Director shall fix. In the event of the absence of any member or members of the Investment Management and Trust Committee, the Managing Director may, in his or her discretion, appoint another officer of the Bank to fill the place or places of such absent member or members to serve during such absence. A majority of each Investment Management and Trust Committee shall constitute a quorum. Each Investment Management and Trust Committee shall carry out the policies of the Bank, as adopted by the Board of Directors, which shall be formulated and executed in accordance with State and Federal Law, Regulations of the Comptroller of the Currency, and sound fiduciary principles. In carrying out the policies of the Bank, each Investment Management and Trust Committee is hereby authorized to establish management teams whose duties and responsibilities shall be specifically set forth in the policies of the Bank. Each such management team shall report such proceedings and the actions taken thereby to the Investment Management and Trust Committee. Each Managing Director shall then report such proceedings and the actions taken thereby to the Board of Directors.

SECTION 3.02. POWERS AND DUTIES OF MANAGEMENT STAFF. Pursuant to the fiduciary powers granted to this Bank under the provisions of Federal Law and Regulations of the Comptroller of the Currency, the Chairman of the Board, the Chief Executive Officer, the President, the Senior Managing Directors, the Managing Directors, the Chief Financial Officer, and those officers so designated and authorized by the Chairman of the Board, the Chief Executive Officer, the President, the Senior Managing Directors, the Managing Directors, or the Chief Financial Officer are authorized for and on behalf of the Bank, and to the extent permitted by law, to make loans and discounts; to purchase or acquire drafts, notes, stocks, bonds, and other securities for investment of funds held by the Bank; to execute and purchase acceptances; to appoint, empower and direct all necessary agents and attorneys; to sign and give any notice required to be given; to demand payment and/or to declare due for any default any debt or obligation due or payable to the Bank upon demand or authorized to be declared due; to foreclose any mortgages; to exercise any option, privilege or election to forfeit, terminate, extend or renew any lease; to authorize and direct any proceedings for the collection of any money or for the enforcement of any right or obligation; to adjust, settle and compromise all claims of every kind and description in favor of or against the Bank, and to give receipts, releases and discharges therefor; to borrow money and in connection therewith to make, execute and deliver notes, bonds or other evidences of indebtedness; to pledge or hypothecate any securities or any stocks, bonds, notes or any property real or personal held or owned by the Bank, or to rediscount any notes or other obligations held or owned by the Bank, whenever in his or her judgment it is reasonably necessary for the operation of the Bank; and in furtherance of and in addition to the powers hereinabove set forth to do all such acts and to take all such proceedings as in his or her judgment are necessary and incidental to the operation of the Bank.

SECTION 3.03. SECRETARY. The Secretary or such other officers as may be designated by the Chief Executive Officer shall have supervision and control of the records of the Bank

and, subject to the direction of the Chief Executive Officer, shall undertake other duties and functions usually performed by a corporate secretary. Other officers may be designated by the Secretary as Assistant Secretary to perform the duties of the Secretary.

SECTION 3.04. EXECUTION OF DOCUMENTS. Any member of the Bank's management staff or any employee of the Bank designated as an officer on the Bank's payroll system is hereby authorized for and on behalf of the Bank to sell, assign, lease, mortgage, transfer, deliver and convey any real or personal property, including shares of stock, bonds, notes, certificates of indebtedness (including the assignment and redemption of registered United States obligations) and all other forms of intangible property now or hereafter owned by or standing in the name of the Bank, or its nominee, or held by the Bank as collateral security, or standing in the name of the Bank, or its nominee, in any fiduciary capacity or in the name of any principal for whom this Bank may now or hereafter be acting under a power of attorney or as agent, and to execute and deliver such partial releases from any discharges or assignments of mortgages and assignments or surrender of insurance policies, deeds, contracts, assignments or other papers or documents as may be appropriate in the circumstances now or hereafter held by the Bank in its own name, in a fiduciary capacity, or owned by any principal for whom this Bank may now or hereafter be acting under a power of attorney or as agent; provided, however, that, when necessary, the signature of any such person shall be attested or witnessed in each case by another officer of the Bank. Any member of the Bank's management staff or any employee of the Bank designated as an officer on the Bank's payroll system is hereby authorized for and on behalf of the Bank to execute any indemnity and fidelity bonds, trust agreements, proxies or other papers or documents of like or different character necessary, desirable or incidental to the appointment of the Bank in any fiduciary capacity, the conduct of its business in any fiduciary capacity, or the conduct of its other banking business; to sign and issue checks, drafts, orders for the payment of money and certificates of deposit; to sign and endorse bills of exchange, to sign and countersign foreign and domestic letters of credit, to receive and receipt for payments of principal, interest, dividends, rents, fees and payments of every kind and description paid to the Bank, to sign receipts for money or other property acquired by or entrusted to the Bank, to guarantee the genuineness of signatures on assignments of stocks, bonds or other securities, to sign certifications of checks, to endorse and deliver checks, drafts, warrants, bills, notes, certificates of deposit and acceptances in all business transactions of the Bank; also to foreclose any mortgage, to execute and deliver receipts for any money or property; also to sign stock certificates for and on behalf of this Bank as transfer agent or registrar, and to authenticate bonds, debentures, land or lease trust certificates or other forms of security issued pursuant to any indenture under which this Bank now or hereafter is acting as trustee or in any other fiduciary capacity; to execute and deliver various forms of documents or agreements necessary to effectuate certain investment strategies for various fiduciary or custody customers of the Bank, including, without limitation, exchange funds, options, both listed and over-the-counter, commodities trading, futures trading, hedge funds, limited partnerships, venture capital funds, swap or collar transactions and other similar investment vehicles for which the Bank now or in the future may deem appropriate for investment of fiduciary customers or in which non-fiduciary customers may direct investment by the Bank.

Without limitation on the foregoing, the Chief Executive Officer, Chairman of the Board, or President of the Bank shall have the authority from time to time to appoint officers of the Bank as Vice President for the sole purpose of executing releases or other documents incidental to the conduct of the Bank's business in any fiduciary capacity where required by state law or the governing document. In addition, other persons in the employment of the Bank or its affiliates may be authorized by the Chief Executive Officer, Chairman of the Board, President, Senior Managing Directors, Managing Directors, or Chief Financial Officer to perform acts and to execute the documents described in the paragraph above, subject, however, to such limitations and conditions as are contained in the authorization given to such person.

SECTION 3.05. PERFORMANCE BOND. All officers and employees of the Bank shall be bonded for the honest and faithful performance of their duties for such amount as may be prescribed by the Board of Directors.

ARTICLE IV STOCKS AND STOCK CERTIFICATES

SECTION 4.01. STOCK CERTIFICATES. The shares of stock of the Bank shall be evidenced by certificates which shall bear the signature of the Chairman of the Board, the Chief Executive Officer, or the President (which signature may be engraved, printed or impressed), and shall be signed manually by the Secretary, or any other officer appointed by the Chief Executive Officer for that purpose. In case any such officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Bank with the same effect as if such officer had not ceased to be such at the time of its issue. Each such certificate shall bear the corporate seal of the Bank, shall recite on its face that stock represented thereby is transferable only upon the books of the Bank when properly endorsed and shall recite such other information as is required by law and deemed appropriate by the Board. The corporate seal may be facsimile engraved or printed.

SECTION 4.02. STOCK ISSUE AND TRANSFER. The shares of stock of the Bank shall be transferable only upon the stock transfer books of the Bank and, except as hereinafter provided, no transfer shall be made or new certificates issued except upon the surrender for cancellation of the certificate or certificates previously issued therefor. In the case of the loss, theft, or destruction of any certificate, a new certificate may be issued in place of such certificate upon the furnishing of an affidavit setting forth the circumstances of such loss, theft, or destruction and indemnity satisfactory to the Chairman of the Board, the Chief Executive Officer, or the President. The Board of Directors or the Chairman of the Board, Chief Executive Officer, or the President may authorize the issuance of a new certificate therefor without the furnishing of indemnity. Stock transfer books, in which all transfers of stock shall be recorded, shall be provided. The stock transfer books may be closed for a reasonable period and under such conditions as the Board of Directors may at

any time determine, for any meeting of shareholders, the payment of dividends or any other lawful purpose. In lieu of closing the transfer books, the Board of Directors may, in its discretion, fix a record date and hour constituting a reasonable period prior to the day designated for the holding of any meeting of the shareholders or the day appointed for the payment of any dividend, or for any other purpose at the time as of which shareholders entitled to notice of and to vote at any such meeting or to receive such dividend or to be treated as shareholders for such other purpose shall be determined, and only shareholders of record at such time shall be entitled to notice of or to vote at such meeting or to receive such dividends or to be treated as shareholders for such other purpose.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 5.01. SEAL. The seal of the Bank shall be circular in form with "SEAL" in the center, and the name "BANK ONE TRUST COMPANY, National Association" located clockwise around the upper half of the seal.

SECTION 5.02. MINUTE BOOK. The organization papers of this Bank, the Articles of Association, the returns of judges of elections, the By-Laws and any amendments thereto, the proceedings of all regular and special meetings of the shareholders and of the Board of Directors, and reports of the committees of the Board of Directors shall be recorded in the minute books of the Bank. The minutes of each such meeting shall be signed by the presiding officer and attested by the secretary of the meeting.

SECTION 5.03. CORPORATE POWERS. The corporate existence of the Bank shall continue until terminated in accordance with the laws of the United States. The purpose of the Bank shall be to carry on the general business of a commercial bank trust department and to engage in such activities as are necessary, incident, or related to such business. The Articles of Association of the Bank shall not be amended, or any other provision added elsewhere in the Articles expanding the powers of the Bank, without the prior approval of the Comptroller of the Currency.

SECTION 5.04. AMENDMENT OF BY-LAWS. The By-Laws may be amended, altered or repealed, at any regular or special meeting of the Board of Directors, by a vote of a majority of the Directors.

As amended April 24, 1991	Section 3.01 (Officers and Management Staff) Section 3.02 (Chief Executive Officer) Section 3.03 (Powers and Duties of Officers and Management Staff) Section 3.05 (Execution of Documents)
As amended January 27, 1995	Section 2.04 (Regular Meetings) Section 2.05 (Special Meetings) Section 3.01(f) (Officers and Management Staff) Section 3.03(e) (Powers and Duties of Officers and Management Staff) Section 5.01 (Seal)

Amended and restated in its entirety effective May 1, 1996

As amended August 1, 1996	Section 2.09 (Trust Examining Committee) Section 2.10 (Other Committees)
As amended October 16, 1997	Section 3.01 (Officers and Management Staff) Section 3.02 (Powers and Duties of Officers and Management Staff) Section 3.04 (Execution of Documents)
As amended January 1, 1998	Section 1.01 (Annual Meeting)

**THE CONSENT OF THE TRUSTEE REQUIRED
BY SECTION 321(b) OF THE ACT**

September 25, 2000

Securities and Exchange Commission
Washington, D.C. 20549

Ladies and Gentlemen:

In connection with the qualification of an indenture between Qwest Corporation and Bank One Trust Company, National Association, as Trustee, the undersigned, in accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, hereby consents that the reports of examinations of the undersigned, made by Federal or State authorities authorized to make such examinations, may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION

BY: /s/STEVEN M. WAGNER

STEVEN M. WAGNER
DIRECTOR

EXHIBIT 7

Legal Title of Bank:	Bank One Trust Company, N.A.	Call Date: 06/30/00	State #: 391581	FFIEC
Address:	100 Broad Street	Vendor ID: D	Cert #: 21377	Page RC-1
City, State Zip:	Columbus, OH 43271	Transit #: 04400003		

CONSOLIDATED REPORT OF CONDITION FOR INSURED COMMERCIAL AND STATE-CHARTERED SAVINGS BANKS FOR JUNE 30, 2000

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding of the last business day of the quarter.

SCHEDULE RC--BALANCE SHEET

	DOLLAR AMOUNTS IN THOUSANDS		C300
	RCON	BIL MIL THOU	----
ASSETS			
1. Cash and balances due from depository institutions (from Schedule RC-A):	RCON		
a. Noninterest-bearing balances and currency and coin(1)	0081	71,974	1.a
b. Interest-bearing balances(2).....	0071	0	1.b
2. Securities			
a. Held-to-maturity securities(from Schedule RC-B, column A)	1754	0	2.a
b. Available-for-sale securities (from Schedule RC-B, column D).....	1773	4,013	2.b
3. Federal funds sold and securities purchased under agreements to resell	1350	1,142,909	3.
4. Loans and lease financing receivables:			
a. Loans and leases, net of unearned income (from Schedule RC-C).....	RCON 2122	113,863	4.a
b. LESS: Allowance for loan and lease losses.....	3123	10	4.b
c. LESS: Allocated transfer risk reserve.....	3128	0	4.c
d. Loans and leases, net of unearned income, allowance, and reserve (item 4.a minus 4.b and 4.c).....	RCON 2125	113,863	4.d
5. Trading assets (from Schedule RD-D).....	3545	0	5.
6. Premises and fixed assets (including capitalized leases).....	2145	23,501	6.
7. Other real estate owned (from Schedule RC-M).....	2150	0	7.
8. Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M).....	2130	0	8.
9. Customers' liability to this bank on acceptances outstanding.....	2155	0	9.
10. Intangible assets (from Schedule RC-M).....	2143	15,751	10.
11. Other assets (from Schedule RC-F).....	2160	145,825	11.
12. Total assets (sum of items 1 through 11).....	2170	1,517,836	12.

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

Legal Title of Bank:	Bank One Trust Company, N.A.	Call Date:	06/30/00	State #:	391581	FFIEC	032
Address:	100 East Broad Street	Vendor ID:	D	Cert #	21377	Page	RC-2
City, State Zip:	Columbus, OH 43271	Transit #:	04400003				

SCHEDULE RC-CONTINUED

DOLLAR AMOUNTS IN
THOUSANDS

LIABILITIES

13. Deposits:

a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part 1).....	RCON	
1,327,486 13.a	2200	
(1) Noninterest-bearing(1).....	6631	
873,913 13.a1		
(2) Interest-bearing.....	6636	
453,873 13.a2		

b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, part II)...

(1) Noninterest bearing.....

(2) Interest-bearing.....

14. Federal funds purchased and securities sold under agreements to repurchase: RCFD 2800

0 14

15. a. Demand notes issued to the U.S. Treasury RCON 2840

0 15.a

b. Trading Liabilities(from Sechedule RC-D)..... RCFD 3548

0 15.b

16. Other borrowed money: RCON

a. With original maturity of one year or less..... 2332

0 16.a

b. With original maturity of more than one year..... A547

0 16.b

c. With original maturity of more than three years A548

17. Not applicable

18. Bank's liability on acceptance executed and outstanding.... 2920

0 18.

19. Subordinated notes and debentures..... 3200

0 19.

20. Other liabilities (from Schedule RC-G)..... 2930

58,989 20.

21. Total liabilities (sum of items 13 through 20)..... 2948

1,386,475 21.

22. Not applicable

EQUITY CAPITAL

23. Perpetual preferred stock and related surplus..... 3838

0 23.

24. Common stock..... 3230

80024.

25. Surplus (exclude all surplus related to preferred stock).... 3839

45,157 25.

26. a. Undivided profits and capital reserves..... 3632

85,390 26.a

b. Net unrealized holding gains (losses) on available-for-sale securities..... 8434

14 26.b

c. Accumulated net gains (losses) on cash flow hedges..... 4336

0 26.c

27. Cumulative foreign currency translation adjustments

28. Total equity capital (sum of items 23 through 27)..... 3210 131,361

28.

29. Total liabilities, limited-life preferred stock, and equity capital (sum of items 21, 22, and 28)..... 3300 1,517,836 29.

Memorandum

To be reported only with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 1996.....RCFD 6724..

Number	
N/A	M.1. com

- | | |
|---|--|
| 1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank | 4. = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority) |
| 2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which | 5 = Review of the bank's financial statements by external auditors |
| | 6 = Compilation of the bank's financial |

submits a report on the consolidated holding company (but not on the bank separately)	7 =	statements by external auditors Other audit procedures (excluding tax preparation work)
3 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)	8 =	No external audit work

(1) Includes total demand deposits and noninterest-bearing time and savings deposits.

End of Filing

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