

# QWEST CORP

## FORM 8-K

(Unscheduled Material Events)

Filed 11/17/1998 For Period Ending 11/17/1998

Address	1801 CALIFORNIA ST SUITE 2950 DENVER, Colorado 80202
Telephone	303-896-3099
CIK	0000068622
Fiscal Year	12/31

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

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): November 17, 1998

**U S WEST Communications, Inc.**

(Exact Name of Registrant as Specified in its Charter)

Colorado  
(State or Other  
Jurisdiction of Incorporation)

1-3040  
Commission File Number

84-0273800  
IRS Employer Identification  
Number

1801 California Street, Denver, Colorado 80202  
(Address of Principal Executive Offices, Including Zip Code)

**Telephone Number (303) 672-2700**  
(Registrant's Telephone Number, Including Area Code)

Not Applicable  
(Former Name or Former Address, if Changed Since Last Report)

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Item 5. Other Events

On November 17, 1998, U S WEST Communications, Inc. closed its \$320,000,000 5-5/8% Notes offering. Documents related to that offering are filed as Exhibits to this Current Report on Form 8-K.

Item 7.	Exhibits
Exhibit	Description
1(a)	Underwriting Agreement, dated as of November 12, 1998, by and among U S WEST Communications, Inc., J. P. Morgan & Co., Lehman Brothers, Merrill Lynch & Co., and Salomon Smith Barney.
*4(a)	Indenture dated as of April 15, 1990, between the Registrant and First National Bank of Chicago, Trustee (Exhibit 4 to Registration Statement No. 33-35809). The form or forms of Debt Securities with respect to each particular series of Debt Securities registered hereunder may be filed as an exhibit to a Current Report on Form 8-K and incorporated herein by reference.
*4(b)	Form of First Supplemental Indenture, dated as of April 16, 1991, between the Company and The First National Bank of Chicago, as Trustee (Exhibit 4a to Form 8-K dated April 16, 1991, File No. 1-3040.
4(c)	Form of \$320,000,000 5-5/8% Note due November 15, 2008 of U S WEST Communications, Inc.
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\* Previously filed.

## **SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

### **U S WEST Communications, Inc.**

*By: /s/ Thomas O. McGimpsey*

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*Thomas O. McGimpsey*  
*Assistant Secretary*

*Dated: November 17, 1998*

**U S WEST COMMUNICATIONS, INC.**

**Debt Securities**

**UNDERWRITING AGREEMENT**

November 12, 1998

To the Underwriters Named in Schedule II hereto c/o the Representatives Named in Schedule I hereto of the Underwriters Named in Schedule II hereto

Dear Sirs:

1. Introductory. U S WEST Communications, Inc., a Colorado corporation (the "Company"), proposes to issue and sell from time to time certain of its debt securities registered under the registration statement referred to in Section 2(a) (the "Debt Securities"). The Debt Securities will be issued under an Indenture dated as of April 15, 1990, as supplemented as of April 16, 1991, and amended by the Trust Indenture Reform Act of 1990 (as supplemented and amended, the "Indenture"), between the Company and The First National Bank of Chicago, as trustee (the "Trustee"), in one or more series which series may vary as to interest rates, maturities, redemption provisions and selling prices and any other variable terms permitted by the Indenture, with all such terms for any particular series being determined at the time of sale. The Company proposes to sell to the Underwriters (as hereinafter defined) one or more series of Debt Securities, each of the designation, with the terms and in the aggregate principal amount specified in Schedule I hereto (the "Securities"). Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, severally and not jointly, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase price and on the other terms set forth in Schedule I hereto, the principal amount of the Securities set forth opposite its name in Schedule II hereto (plus any additional principal amount of Securities which such Underwriter may become obligated to purchase pursuant to the provisions of Section 12 hereof).

If there shall be two or more persons, firms or corporations named as underwriters in Schedule II hereto, the term "Underwriters" as used herein shall be deemed to mean the several persons, firms or corporations so named (including the Representatives hereinafter mentioned, if so named, and any Underwriters substituted pursuant to Section 12), and the term "Representatives" as so used herein shall be deemed to mean the representative or representatives named in Schedule I hereto. If there shall only be one person, firm or corporation named in Schedule II hereto, the term "Underwriters" and the term "Representatives" as used herein shall mean such person, firm or corporation.

2. Representations and Warranties of the Company. The Company represents and warrants to, and agrees with, the several Underwriters that as of the date hereof and as of the applicable Delivery Date (as defined below) (each referred to as a "Representation Date"):

(a) The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement (No. 33-49647) relating to the Debt Securities and the offering thereof from time to time in accordance with Rule 415 under the Securities Act of 1933, as amended (the "1933 Act"), and has filed such amendments thereto as may have been required to the date hereof. Such registration statement (as so amended) has been declared effective by the Commission. Such registration statement, as amended to the date hereof, including the exhibits thereto, schedules thereto, if any, and the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, is hereinafter referred to as the "Registration Statement", and the prospectus constituting a part of such Registration Statement, as amended and as supplemented as contemplated by Section 4 to reflect the terms of the Securities and the terms of the offering thereof, including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, is hereinafter referred to as the "Prospectus". A "preliminary prospectus" shall be deemed to refer to any prospectus or prospectus supplement that omitted information to be included upon pricing in a form of prospectus or prospectus supplement filed with the Commission pursuant to Rule 424(b) under the 1933 Act, that was used after the Registration Statement became effective and prior to the date of this Agreement. For purposes of this Agreement, all references to the Registration Statement, any preliminary prospectus or the Prospectus or any amendment or supplement to the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR").

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Registration Statement, any preliminary prospectus or the Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated by reference in the Registration Statement, any preliminary prospectus or the Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement, any preliminary prospectus or the Prospectus shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended (the "1934 Act"), which is incorporated by reference in the Registration Statement, such preliminary prospectus or the Prospectus, as the case may be.

(b) At the respective times the Registration Statement and any post-effective amendments thereto became effective and, if an annual report on Form 10-K has been filed by the Company with the Commission subsequent to effectiveness of the Registration Statement or any such post-effective amendment, then at the time of the most recent such filing, the Registration Statement and any post-effective amendments thereto conformed in all material respects to the requirements of the 1933 Act, the Trust Indenture Act of 1939, as amended (the "1939 Act"), and the

rules and regulations of the Commission (the "Rules and Regulations") and did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and on each Representation Date, the Registration Statement, any post-effective amendment thereto and the Prospectus conforms or will conform in all material respects to the requirements of the 1933 Act, the 1939 Act and the Rules and Regulations and

(i) the Registration Statement, as amended as of any such time, does not or will not include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (ii) the Prospectus, as supplemented as of any such time, does not or will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the foregoing does not apply to statements in or omissions from any such documents based upon written information furnished to the Company by any Underwriter, or on behalf of any Underwriter by the Representatives, specifically for use therein or based upon the Statement of Eligibility of the Trustee under the Indenture or to statements in or omissions from such Statement of Eligibility.

Each preliminary prospectus and prospectus filed as part of the Registration Statement as originally filed or as part of an amendment thereto, or filed pursuant to Rule 424 under the 1933 Act, complied when so filed in all material respects with the Rules and Regulations and each preliminary prospectus and the Prospectus delivered to the Underwriters for use in connection with the offering of the Securities was, at the time of such delivery, identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(c) The documents incorporated or deemed to be incorporated by reference in the Registration Statement and the Prospectus, when they became effective or at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1933 Act and the 1934 Act and the Rules and Regulations, as applicable, and, when read together with the other information in the Prospectus, at the time the Registration Statement became effective, at the time the Prospectus was issued and at each Representation Date, did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(d) The financial statements of the Company included in the Registration Statement and the Prospectus, together with the related schedules and notes, present fairly the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, shareowners' 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.

(e) Since the respective dates as of which information is given in the Registration Statement and the Prospectus, 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.

(f) This Agreement has been duly authorized, executed and delivered by the Company.

(g) 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); and the Indenture has been duly qualified under the 1939 Act.

(h) The Securities have been duly authorized and, at the Delivery 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 Securities and the Indenture will conform in all material respects to the respective statements relating thereto contained in the Prospectus and will be in substantially the respective forms filed or incorporated by reference, as the case may be, as exhibits to the Registration Statement.

(j) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein (including, without limitation, the issuance and sale of the Securities) and compliance by the Company with its obligations hereunder 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.

(k) Except as disclosed in the Registration Statement, 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.

(l) The Company and its subsidiaries possesses 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.

3. Purchase and Offering. Delivery of and payment for the Securities shall be made at such address, date and time as may be specified in Schedule I hereto. Such date and time are sometimes referred to herein as the "Delivery Date". On the Delivery Date, the Company shall deliver the Securities to the Representatives for the account of each Underwriter against payment to or upon the order of the Company of the purchase price by wire transfer of immediately available funds. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Underwriter hereunder. Upon delivery, the Securities shall be in registered form and in such authorized denominations and registered in such names as the Representatives shall request in writing not less than one full business day prior to the Delivery Date. For the purpose of expediting the checking and packaging of the Securities, the Company shall make the Securities available for inspection by the Representatives in New York, New York, not later than 2:00 P.M., local time, on the business day prior to the Delivery Date.

Schedule I may set forth additional conditions concerning the purchase or offering of the Securities, if any.

4. Covenants of the Company. The Company covenants and agrees with the several Underwriters that it will furnish such firm which shall be acting as counsel for the Underwriters ("Underwriters' Counsel"), one signed copy of the Registration Statement, including all exhibits, relating to the Debt Securities in the form in which it became effective and of all amendments thereto and will furnish to the Representatives copies of the Registration Statement, including all exhibits and amendments thereto, and that, in connection with each offering of Securities:

(a) The Company will promptly prepare a supplement to the Prospectus to reflect the terms of the Securities and the terms of the offering thereof and will advise the Representatives promptly of any other amendment or supplementation of the Registration Statement or the Prospectus and will not effect any amendment or supplementation without the consent of the Representatives, which consent shall not be unreasonably withheld; the Company will also advise the Representatives of any request made by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for additional information with respect thereto and of the institution by the Commission of any stop order proceedings in respect of the Registration Statement, and will use its best efforts to prevent the issuance of any such stop order and to obtain as soon as possible its lifting, if issued. During the period when the Prospectus is required to be delivered under the 1933 Act, the Company will not file any document pursuant to the 1934 Act which is deemed to be incorporated by reference in the Prospectus unless Underwriters' Counsel shall have been previously advised thereof.

(b) If, at any time when a prospectus relating to the Securities is required to be delivered under the 1933 Act, any event occurs as a result of which the Prospectus 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 at any time to amend or supplement the Registration Statement or the Prospectus to comply with the 1933 Act or the Rules and Regulations, the Company promptly will prepare and file with the Commission an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance.

(c) The Company will make generally available to its security holders as soon as practicable, but not later than 90 days after the close of the period covered thereby, earnings statements (in form complying with the provisions of Rule 158) covering a twelve-month period beginning not later than the first day of the fiscal quarter of the Company next following the effective date of the Registration Statement (as defined in Rule 158) with respect to each sale of Securities.

(d) The Company will furnish to the Representatives copies of each preliminary prospectus, the Prospectus and all amendments and supplements to such documents, in each case as soon as available and in such quantities as are reasonably requested.

(e) The Company will use its best efforts to arrange for the qualification of the Securities for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Representatives designate and will continue such qualifications in effect so long as required for the distribution.

(f) During the period of five years after the effective date of the Registration Statement, the Company will furnish to the Representatives and, upon request, to each of the other Underwriters, as soon as practicable after the end of each fiscal year, a copy of its annual report to shareholders for such year, and the Company will furnish to the Representatives and to Underwriters' Counsel, (i) as soon as available, a copy of each report of the Company filed with the Commission under the 1934 Act or mailed to stockholders, and (ii) from time to time, such other information concerning the Company as the Representatives may reasonably request.

(g) The Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) expenses and fees incurred in connection with the preparation and filing of the Registration Statement (including the financial statements and exhibits) as originally filed and of each amendment thereto, (ii) the fees and disbursements of the Company's counsel, accountants and other advisors and agents, as well as the fees and disbursements of the Trustee and its counsel, (iii) any expenses (including fees and disbursements of counsel) incurred in connection with qualifications of the Securities for sale and determination of their eligibility for investment under the laws of such jurisdictions as the Representatives designate and the printing of memoranda relating thereto, (iv) any fees charged by investment rating agencies for the rating of the Securities, (v) all expenses incurred in printing and delivering to the Underwriters copies of the Registration Statement and any amendments thereto, and of each preliminary prospectus, the Prospectus and any amendments or supplements thereto, and (vi) the fees and expenses, if any, incurred in connection with the listing of the Securities on the New York Stock Exchange or any other national securities exchange.

(h) Unless otherwise specified in Schedule I hereto, between the commencement of an offering of Securities and the related Delivery Date, the Company will not, without the prior consent of the Representatives, 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 more than one year.

5. Conditions of the Obligations of the Underwriters. The obligations of the several Underwriters to purchase and pay for the Securities will be 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 Delivery Date, the Representatives shall have received executed copies of letters of PricewaterhouseCoopers LLP, and Arthur Andersen LLP, addressed to the Company and the Representatives, substantially in the forms previously approved by the Representatives.

(b) No stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of the Company or any Underwriter, shall be contemplated by the Commission.

(c) The Representatives shall have received an opinion or opinions, dated the Delivery 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). The Indenture has been duly qualified under the 1939 Act.

(iii) The Securities, when duly executed and authenticated in the manner contemplated in the Indenture and issued and delivered to the Underwriters 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 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.

(v) 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 Underwriters pursuant to the terms of this Agreement, except such as have been obtained or made under the 1933 Act and the rules and regulations



thereunder and such as may be required under the 1934 Act and the rules and regulations thereunder.

(vi) The Registration Statement was declared effective under the 1933 Act and, to such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued under the 1933 Act and no proceeding for that purpose has been initiated or threatened by the Commission.

(vii) The statements in the Prospectus under the headings "Description of Debt Securities" and "Description of Notes", insofar as such statements constitute a summary of certain provisions of the documents referred to therein, are accurate in all material respects.

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 5(e) 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 Registration Statement and the Prospectus 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 Registration Statement or the Prospectus 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 Registration Statement, at the time it became effective or at the date of this Agreement, and the Prospectus and any further amendments and supplements thereto made by the Company prior to such Delivery Date (other than the financial statements and related notes and other financial, statistical and accounting data contained therein or Exhibit 25 to the Registration Statement as to which such counsel need express no belief) did not comply as to form in all material respects with the applicable requirements of the 1933 Act, the 1934 Act and the rules and regulations thereunder or that the Registration Statement (except as to the financial statements and the notes thereto, and the other financial, statistical and accounting data included therein, as to which such counsel need express no belief), and each amendment thereto, as of its effective date (or, if an annual report on Form 10-K has been filed by the Company with the Commission subsequent to the effectiveness of the Registration Statement, then at the time of the most recent such filing) or at the date of this Agreement, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that, as of its issue date or at the Delivery Date, the Prospectus (except as to the financial statements and the notes thereto, and the other financial, statistical and accounting data included therein, as to which such counsel need express no belief), and each amendment or supplement thereto 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").

(d) The Representatives shall have received from Underwriters' Counsel an opinion, dated the Delivery Date, to the effect specified in clauses (i),

(ii), (iii), (iv), (vi) and (vii) and the penultimate paragraph of subsection

(c) above, subject to the final paragraph of subsection (c) above, and with respect to such other matters as the Representatives may reasonably request. In rendering such opinion, such counsel may rely as to matters of Colorado law upon the opinion referred to in Section 5(e) without independent verification.

(e) The Representatives shall have received an opinion or opinions, dated the Delivery 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). The Indenture has been duly qualified under the 1939 Act.

(iii) The Securities, when duly executed and authenticated in the manner contemplated in the Indenture and issued and delivered to the Underwriters 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 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.

(v) 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 Underwriters 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.

(vi) The enforceability and the legal, valid and binding nature of the respective agreements and obligations of the Company set forth in the Indenture and the Securities (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.

(vii) 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 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 5(c) without independent verification.

(f) The Representatives shall have received a certificate, dated the Delivery Date, of the President, any Vice President, 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 Delivery 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 Delivery Date, that no stop order suspending the effectiveness of the Registration Statement is in effect and no proceedings for that purpose are pending or are contemplated by the Commission and that, subsequent to the date of the Prospectus, 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 Prospectus.

(g) If the Prospectus contains a discussion of United States federal income tax considerations with respect to the Securities, the Company shall have furnished to the Representatives a letter of its United States tax counsel, dated the Delivery Date, to the effect that (i) the Underwriters may rely on the opinion of such counsel, filed as an exhibit to the Registration Statement to the same extent as though it were dated the date of such letter authorizing reliance, and (ii) such counsel has reviewed the statements in the Prospectus under the caption "Certain United States Federal Income Tax Considerations" and, insofar as they are, or refer to, statements of United States law or legal conclusions, such statements are accurate in all material respects

The Company will furnish the Underwriters 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 5 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 4(g), 7 and 8 hereof.

6. 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) No stop order suspending the effectiveness of the Registration Statement or the Indenture shall have been issued and no proceedings for those purposes shall have been instituted or, to the knowledge of the Company or any Underwriter, shall be contemplated by the Commission.

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

(c) The written information furnished to the Company by any Underwriter, or on behalf of any Underwriter by the Representatives, specifically for use in the Prospectus as contemplated by Section 2 and Section 7(b) shall be true and accurate in all material respects.

In case any of the conditions specified above in this Section 6 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 4(g), 7 and 8 hereof.

7. Indemnification and Contribution. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, as incurred, under the 1933 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 Registration Statement, the Prospectus, or any amendment or supplement thereto, or any related preliminary prospectus, 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 Underwriter, as incurred, for any legal or other expenses reasonably incurred by such Underwriter 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 Underwriter, or on behalf of any Underwriter by the Representatives, specifically for use therein or in reliance upon and in conformity with the Statement of Eligibility of the Trustee under the Indenture; and provided, further, that with respect to any untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus, the indemnity agreement contained in this paragraph (a) shall not inure to the benefit of any Underwriter from whom the person asserting any such losses, claims, damages or liabilities purchased the Securities concerned, to the extent that any such loss, claim, damage or liability of such Underwriter results from the fact that a copy of the Prospectus (excluding material incorporated therein by reference) was not delivered to such person, if such delivery was required by the 1933 Act, and such Prospectus corrected any such untrue statement or omission or alleged untrue statement or omission.

(b) Each Underwriter 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 1933 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 Registration Statement, the Prospectus or any amendment or supplement thereto, or any related preliminary prospectus, 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 such Underwriter, or on behalf of such Underwriter 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 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, 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. 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 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 7 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 Underwriters 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 Underwriters 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 Underwriters 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 underwriting discounts and commissions received by the Underwriters. 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 Underwriters 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 Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter 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 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Company under this Section 7 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 Underwriter within the meaning of the 1933 Act or the 1934 Act; and the obligations of the Underwriters under this Section 7 shall be in addition to any liability which the respective Underwriters

may otherwise have and shall extend, upon the same terms and conditions, to each director of the Company, to each officer of the Company who has signed the Registration Statement and to each person, if any, who controls the Company within the meaning of the 1933 Act or the 1934 Act.

8. **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 Underwriters 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 Underwriter, 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 Underwriters is not consummated for any reason other than a default by one or more of the Underwriters, the Company shall remain responsible for the expenses to be paid or reimbursed by them pursuant to Section 4(g), the respective obligations of the Company and the Underwriters pursuant to Section 7 shall remain in effect, and the Company will reimburse the Representatives for the reasonable out-of-pocket expenses of the Underwriters, not exceeding \$75,000, and for the fees and disbursements of Underwriters' Counsel, the Underwriters agreeing to pay such expenses, fees and disbursements in any other event. In no event will the Company be liable to any of the Underwriters for damages on account of loss of anticipated profits.

9. **Notices.** All communications hereunder will be in writing and, if sent to the Underwriters will be mailed, delivered or telecopied and confirmed to the Representatives at their addresses specified in Schedule I hereto for the purpose of communications hereunder 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.

10. **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 7, and no other person will have any right or obligation hereunder.

11. **Governing Law.** The validity and interpretation of this Agreement shall be governed by the laws of the State of New York.

12. **Default by Underwriters.** If any Underwriter defaults in the performance of its obligations under this Agreement, the remaining non-defaulting Underwriters shall be obligated to purchase the Securities which the defaulting Underwriter agreed but failed to purchase in the respective proportions which the principal amount of Securities set forth in Schedule II hereto to be purchased by each remaining non-defaulting Underwriter set forth therein bears to the aggregate principal amount of Securities set forth therein to be purchased by all the remaining non-defaulting Underwriters; provided that the remaining non-defaulting Underwriters shall not be obligated to purchase any amount of Securities if the aggregate principal amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase exceeds one-tenth of the total principal amount of Securities, and any remaining non-defaulting Underwriter shall not be obligated to purchase additional Securities in an amount of more than one-ninth of the principal amount of Securities set forth in Schedule II hereto to be purchased by it. If the foregoing maximums are exceeded, the remaining non-defaulting Underwriters, or those other underwriters satisfactory to the Representatives who so agree, shall have the right, but shall not be obligated, to purchase, in such proportion as may be agreed upon among them, all the Securities. If the remaining Underwriters or other underwriters satisfactory to the Representatives do not elect to purchase the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Sections 4(g) and 8 hereof.

Nothing contained in this Section 12 shall relieve a defaulting Underwriter of any liability it may have to the Company for damages caused by its default. If other underwriters are obligated or agree to purchase the Securities of a defaulting or withdrawing Underwriter, either the Representatives or the Company may postpone the Delivery Date for up to seven full business days in order to effect any changes that in the opinion of counsel for the Company or Underwriters' Counsel may be necessary in the Registration Statement, any prospectus or in any other document or arrangement.

13. **Termination.** This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if prior to such time (i) there has been, since the respective dates as of which information is given in the Registration Statement, 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.

14. **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 Underwriters in accordance with its terms.

Very truly yours,

**U S WEST COMMUNICATIONS INC.**

*By: /S/ JANET K. COOPER  
Name: Janet K. Cooper  
Title: Vice President & Treasurer*

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

**J.P. MORGAN SECURITIES INC.  
LEHMAN BROTHERS INC.  
MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED  
SALOMON SMITH BARNEY INC.**

**By: J.P. MORGAN SECURITIES INC.**

*By: /S/ JOHN SIMMONS  
Authorized Signatory  
John Simmons  
Vice President*

## SCHEDULE I

Underwriting Agreement dated November 12, 1998

Registration Statement No. 33-49647

### Representatives and Addresses:

J.P. Morgan Securities Inc.:	60 Wall Street 13th Floor New York, New York 10260 Attention: Lisa L. McHugh
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Lehman Brothers Inc.:	3 World Financial Center New York, New York 10285
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Merrill Lynch, Pierce, Fenner & Smith

Incorporated:	World Financial Center North Tower - 29th Floor 250 Vesey Street New York, New York 10281
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Salomon Smith Barney Inc.:	7 World Trade Center New York, New York 10048
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#### Securities:

Designation:	5-5/8% Notes due 2008
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Principal Amount:	\$320,000,000
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Indenture dated as of April 15, 1990, as supplemented as of April 16, 1991, and amended by the Trust Indenture Reform Act of 1990, between U S WEST Communications, Inc. and The First National Bank of Chicago, as Trustee.

Date of Maturity:	November 15, 2008
Interest Rate:	5-5/8% per annum, payable semiannually in arrears on May 15 and November 15 of each year, commencing May 15, 1999.
Price to Public:	99.646% of the principal amount thereof (\$318,867,200), plus accrued interest, if any, from November 17, 1998.
Purchase Price:	98.996% of the principal amount thereof (\$316,787,200).
Redemption Provisions:	Redeemable at the option of U S WEST Communications, Inc., in whole at any time or in part from time to time, upon at least 30 days but not more than 90 days prior written notice given as provided in the Indenture, at a redemption price equal to the greater of (i) 100% of the principal amount of the Notes to be redeemed and (ii) the sum, as determined by the Quotation Agent (as defined in the Prospectus Supplement), of the present values of the principal amount of the Notes to be redeemed and the remaining scheduled payments of interest thereon from the redemption date to November 15, 2008 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 in the Prospectus Supplement) plus 20 basis points, plus, in either case, accrued interest thereon to the date of redemption.
Holders' Optional Repayment Provisions:	Not repayable at the option of the holders.
Form and Authorized Denominations:	Global certificates evidencing the Securities registered in the name of Cede & Co., as nominee for The Depository Trust Company--\$1,000 and multiples thereof.
Stock Exchange Listing:	New York Stock Exchange.

Delivery Date, Time  
and Location:

November 17, 1998 at 9:00  
A.M., New York time, at the  
office of Brown & Wood LLP,  
New York, New York.

Other Terms and  
Conditions:

During a period of 30 days from the date of the Prospectus Supplement, the Company will not, without the prior written consent of J.P. Morgan Securities Inc., directly or indirectly, sell, offer to sell, grant any option for the sale of, or otherwise dispose of, any senior debt securities with maturities of more than one year.

## SCHEDULE II

Name of Underwriter	Principal Amount of Notes
J.P. Morgan Securities Inc.....	\$160,000,000
Lehman Brothers Inc.....	48,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated.....	48,000,000
Salomon Smith Barney Inc.....	48,000,000
ABN AMRO Incorporated.....	3,200,000
BNY Capital Markets, Inc.....	3,200,000
CIBC Oppenheimer Corp.....	3,200,000
Norwest Investment Services, Inc.....	3,200,000
Piper Jaffray Inc.....	3,200,000
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Total.....	\$320,000,000
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**Exhibit 4(c)**

REGISTERED PRINCIPAL AMOUNT No. 1 \$200,000,000 CUSIP 912920AN5

**U S WEST COMMUNICATIONS, INC.  
5-5/8% Notes due 2008**

Unless and until it is exchanged in whole or in part for Notes in definitive form, this Note may not be transferred except as a whole by the Depository, to a nominee of the Depository, or by a nominee of the Depository to the Depository or another nominee of the Depository, or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository. Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, since the registered owner hereof, Cede & Co., has an interest herein.

U S WEST Communications, Inc., a corporation duly organized and existing under the laws of the State of Colorado (herein called the "Company"), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of

\$200,000,000 (Two Hundred Million Dollars)

on November 15, 2008, by wire transfer of immediately available funds in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay interest semiannually on each May 15 and November 15, commencing May 15, 1999, on said principal sum at the rate per annum specified in the title of this Note, in the same manner, in like coin or currency, from the fifteenth day of May or November, as the case may be, to which interest on this Note has been paid preceding the date hereof (unless the date hereof is a May 15 or November 15 to which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to the first payment of interest, in which case from November 17, 1998) until payment of said principal sum has been made or duly provided for. Notwithstanding the foregoing, unless this Note shall be authenticated at a time when there is an existing default in the payment of interest on the Notes, if the date hereof is between May 1 and the immediately following May 15 or is between November 1 and the immediately following November 15, this Note shall bear interest from such May 15 or November 15; provided, however, that if the Company shall default in the payment of interest due on such May 15 or November 15, then this Note shall bear interest from the next preceding date to which interest has been paid or, if no interest has been paid on this Note, from November 17, 1998. The interest so payable on any May 15 or November 15 will, subject to certain exceptions provided in the Indenture referred to herein, be paid to the person in whose name this Note shall be registered at the close of business on the May 1 prior to such May 15 or the November 1 prior to such November 15 unless such May 1 or November 1 shall be a Legal Holiday (as defined in said Indenture), in which event the next preceding day that is not a Legal Holiday. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

This Note is one of the duly authorized issue of Notes of the Company, designated as set forth herein (the "Notes"), limited to the aggregate principal amount of \$320,000,000, all issued or to be issued under and pursuant to an Indenture dated as of April 15, 1990, supplemented as of April 16, 1991 and amended by the Trust Indenture Reform Act of 1990 (as supplemented and amended, hereinafter referred to as the "Indenture"), duly executed and delivered by the Company to The First National Bank of Chicago, as trustee (herein referred to as the "Trustee"), to which Indenture and all Indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

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

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

This Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a redemption price equal to the

greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent (as defined below), of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed from the redemption date to November 15, 2008 (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 20 basis points, plus, in either case, accrued interest thereon to the date of 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 five Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or if the Trustee obtains fewer than three such Reference Treasury Dealer Quotations, the average of all such quotations.

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

"Reference Treasury Dealer" means each of J.P. Morgan Securities Inc., Lehman Brothers Inc., Merrill Lynch Government Securities Inc. and Salomon Smith Barney Inc., and their respective successors; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "Primary Treasury Dealer"), the Company shall 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.

Notice of any redemption will be mailed at least 30 days but not more than 90 days before the redemption date to the Holder hereof at its registered address. Unless the Company defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the principal amount of this Note called for redemption.

If money sufficient to pay the redemption price with respect to and accrued interest on the principal amount of this Note to be redeemed on the redemption date is deposited with the Trustee on or before the redemption date and certain other conditions are satisfied, then on and after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

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

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

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

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

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

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

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

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

Dated: November 17, 1998

**U S WEST COMMUNICATIONS, INC.**

By: \_\_\_\_\_

Name:

Title:

(SEAL)

By: \_\_\_\_\_

Name:

Title:

**CERTIFICATE OF AUTHENTICATION**

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

**THE FIRST NATIONAL BANK OF CHICAGO,  
as Trustee**

By: \_\_\_\_\_

Authorized Officer

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

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

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

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the within Note and all rights thereunder, hereby irrevocably constituting and appointing \_\_\_\_\_ attorney to transfer said Note of U S WEST Communications, Inc. on the books of U S WEST Communication, Inc., with full power of substitution in the premises.

Dated:

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

**U S WEST COMMUNICATIONS, INC.**  
**5-5/8% Notes due 2008**

Unless and until it is exchanged in whole or in part for Notes in definitive form, this Note may not be transferred except as a whole by the Depositary, to a nominee of the Depositary, or by a nominee of the Depositary to the Depositary or another nominee of the Depositary, or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. Unless this certificate is presented by an authorized representative of The Depositary Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depositary Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, since the registered owner hereof, Cede & Co., has an interest herein.

U S WEST Communications, Inc., a corporation duly organized and existing under the laws of the State of Colorado (herein called the "Company"), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of

\$120,000,000 (One Hundred and Twenty Million Dollars)

on November 15, 2008, by wire transfer of immediately available funds in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay interest semiannually on each May 15 and November 15, commencing May 15, 1999, on said principal sum at the rate per annum specified in the title of this Note, in the same manner, in like coin or currency, from the fifteenth day of May or November, as the case may be, to which interest on this Note has been paid preceding the date hereof (unless the date hereof is a May 15 or November 15 to which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to the first payment of interest, in which case from November 17, 1998) until payment of said principal sum has been made or duly provided for. Notwithstanding the foregoing, unless this Note shall be authenticated at a time when there is an existing default in the payment of interest on the Notes, if the date hereof is between May 1 and the immediately following May 15 or is between November 1 and the immediately following November 15, this Note shall bear interest from such May 15 or November 15; provided, however, that if the Company shall default in the payment of interest due on such May 15 or November 15, then this Note shall bear interest from the next preceding date to which interest has been paid or, if no interest has been paid on this Note, from November 17, 1998. The interest so payable on any May 15 or November 15 will, subject to certain exceptions provided in the Indenture referred to herein, be paid to the person in whose name this Note shall be registered at the close of business on the May 1 prior to such May 15 or the November 1 prior to such November 15 unless such May 1 or November 1 shall be a Legal Holiday (as defined in said Indenture), in which event the next preceding day that is not a Legal Holiday. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

This Note is one of the duly authorized issue of Notes of the Company, designated as set forth herein (the "Notes"), limited to the aggregate principal amount of \$320,000,000, all issued or to be issued under and pursuant to an Indenture dated as of April 15, 1990, supplemented as of April 16, 1991 and amended by the Trust Indenture Reform Act of 1990 (as supplemented and amended, hereinafter referred to as the "Indenture"), duly executed and delivered by the Company to The First National Bank of Chicago, as trustee (herein referred to as the "Trustee"), to which Indenture and all Indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

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

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

This Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a redemption price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent (as defined

below), of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed from the redemption date to November 15, 2008 (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 20 basis points, plus, in either case, accrued interest thereon to the date of 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 five Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or if the Trustee obtains fewer than three such Reference Treasury Dealer Quotations, the average of all such quotations.

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

"Reference Treasury Dealer" means each of J.P. Morgan Securities Inc., Lehman Brothers Inc., Merrill Lynch Government Securities Inc. and Salomon Smith Barney Inc., and their respective successors; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "Primary Treasury Dealer"), the Company shall 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.

Notice of any redemption will be mailed at least 30 days but not more than 90 days before the redemption date to the Holder hereof at its registered address. Unless the Company defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the principal amount of this Note called for redemption.

If money sufficient to pay the redemption price with respect to and accrued interest on the principal amount of this Note to be redeemed on the redemption date is deposited with the Trustee on or before the redemption date and certain other conditions are satisfied, then on and after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

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

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

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

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

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

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

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

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

Dated: November 17, 1998

**U S WEST COMMUNICATIONS, INC.**

By: \_\_\_\_\_

Name:

Title:

(SEAL)

By: \_\_\_\_\_

Name:

Title:

**CERTIFICATE OF AUTHENTICATION**

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

**THE FIRST NATIONAL BANK OF CHICAGO,  
as Trustee**

By: \_\_\_\_\_

Authorized Officer

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

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

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

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the within Note and all rights thereunder, hereby irrevocably constituting and appointing \_\_\_\_\_ attorney to transfer said Note of U S WEST Communications, Inc. on the books of U S WEST Communication, Inc., with full power of substitution in the premises.

Dated:

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

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**End of Filing**

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