

### DEPOSITORY ESCROW AGREEMENT

Account Number: [REDACTED]

Effective Date: \_\_\_\_\_

The parties to this Agreement are U. S. Bank National Association as Escrow Depository Agent and the entity identified below as Depositor. The parties shall be referred to in this Agreement respectively as Escrow Depository Agent and Depositor.

The Depositor wishes to place in escrow funds as identified on Schedule A (the "Depository Funds"). The Escrow Depository Agent is willing to hold and distribute such funds in accordance with the instructions of the Depositor, subject to the terms identified in this Agreement and the Special Instructions in Schedule B which is incorporated by reference herein.

The Escrow Depository Agent and the Depositor agree as follows:

1. This Agreement may be altered, amended, modified or revoked only in writing, signed by the Depositor and approved by the Escrow Depository Agent, upon payment of all additional fees and expenses of the Escrow Depository Agent, if any.
2. No assignment, transfer or conveyance or hypothecation of any right, title or interest in the subject matter of this Agreement shall be binding upon the Escrow Depository Agent unless notice is served by the Depositor upon the Escrow Depository Agent and all additional fees and expenses of the Escrow Depository Agent incident to the transfer of the interest have been paid. Notwithstanding the foregoing, any Company into which the Depositor may be merged or consolidated shall be considered the Depositor hereunder.
3. Any notice will be given by mailing, via first class mail, postage prepaid, or by facsimile promptly followed by mailing such notice via first class mail, postage prepaid, to the addresses and/or facsimile numbers provided in this Agreement. Notice shall not be deemed given until actually received by an employee of the Escrow Depository Agent working in the Trust and Financial Services Department. All such notices, including deposits, to the Escrow Depository Agent must contain the account number, as set out above.
4. The Escrow Depository Agent shall not be liable for any act it may do or omit to do as agent, while acting in good faith and in the exercise of its own best judgment. Any act done or omitted by the Escrow Depository Agent on the advice of its own attorneys shall be deemed conclusively to have been done or omitted in good faith. The Escrow Depository Agent shall have the right at any time to consult with counsel on any question arising under this Agreement. The Escrow Depository Agent shall incur no liability for any delay reasonably required to obtain the advice of counsel.
5. The Escrow Depository Agent is authorized to rely on the apparent authority and identity of the Depositor and other third parties executing or delivering these instructions or any notices, documents or papers given, deposited or called for under this Agreement.
6. The Escrow Depository Agent shall not be a party to and shall not be bound by any agreement related hereto other than this Agreement. Furthermore, the Escrow Depository Agent shall have

001590

no duty to know or determine the performance or nonperformance of any provision of any agreement that exists between the Depositor and/or any other third parties. The Escrow Depository Agent assumes no responsibility for the validity, accuracy, or sufficiency of any documents, papers, securities or payments deposited or called for under this Agreement except as may be expressly and specifically set forth in Schedule B.

7. Escrow Depository Agent shall hold all funds in an interest bearing U.S. Bank Money Market Savings Account.
8. In order to comply with IRS reporting requirements, the Escrow Depository Agent is hereby directed to allocate interest earned on deposits to the Depositor unless otherwise set out in Schedule B.
9. The Escrow Depository Agent is expressly authorized to comply with and obey any and all court orders, judgments or decrees. The Escrow Depository Agent shall not be liable to the Depositor or to any other person or entity by reason of compliance with any court order, notwithstanding that such order, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated, or found to have such been entered without jurisdiction.
10. The Escrow Depository Agent may resign at any time by giving written notice to the Depositor pursuant to Section 3 hereof. Resignation shall be effective 30 days after such notice has been deposited in the mail or, in the event of initial facsimile transmission, upon the sending of facsimile. If a successor agent has not been appointed within such 30 day period, the Escrow Depository Agent may petition any court of competent jurisdiction or may interplead the Depositor in a proceeding for the appointment of a successor Escrow Depository Agent, and all fees, including but not limited to extraordinary fees associated with the filing of interpleader, and expenses associated therewith shall be payable by the Depositor.
11. Any company into which the Escrow Depository Agent may be merged or with which it may be consolidated, or any company to whom the Escrow Depository Agent may transfer a substantial amount of its Corporate Trust business, shall be the Successor to the Escrow Depository Agent without the execution or filing of any paper of the Depositor, anything herein to the contrary notwithstanding.
12. The Depositor agrees to indemnify and hold harmless the Escrow Depository Agent for any liability incurred to any other person or entity by reason of having accepted the Depository Funds, and to reimburse all expenses, including, among other things, attorney fees and court costs, except for its negligence or willful misconduct.
13. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.
14. In the event of any dispute arising under this Agreement, Washington law will govern. With respect to the disposition of the Depository Funds, the Escrow Depository Agent may deposit the property held in escrow with the Clerk, or acting Clerk, of the Superior Court of the State of Washington for King County, Washington. The Escrow Depository Agent may interplead the Depositor and appropriate parties. Upon deposit of the Depository Funds and filing a complaint in interpleader the Escrow Depository Agent shall be relieved of all liabilities under the terms of this Agreement.

15. Depository fees for the performance of ordinary duties shall be billed to Depositor, but shall be paid from the Depository Funds, and shall be:

- |                      |   |                   |
|----------------------|---|-------------------|
| (a) Setting up Fees: | (b) Annual Fee (payable in advance, or any portion thereof) | (c) Miscellaneous |
| \$ <u>none</u>       | \$ <u>1,000</u>   | \$ <u>none</u>    |

16. The parties hereto hereby agree not to use the name of U.S. Bank National Association to imply an association with the transaction other than that of a legal escrow agent.

IN WITNESS WHEREOF, the undersigned have affixed their signatures and hereby adopt as part of this instrument Schedules A and B which are incorporated by reference.

DEPOSITOR: Owest Corporation

By: [Signature]

William B. Boyer Director, Finance & Administration, Finance Dept.

1801 California  
(Address)

Denver, CO 80202  
(City, State and Zip Code)

303 992 1194  
(Telephone)

303 992 1198  
(Telecopy Number)

Tax I.D. 84-0273800

U. S. BANK NATIONAL ASSOCIATION  
as Escrow Depository Agent

By: [Signature]  
Vice President

"SCHEDULE A"  
(Deposits)

Qwest Corporation will make a deposit of \$15,566,577 pursuant to the Order Granting Joint Motion Regarding Final Refund Disposition issued by the Superior Court of the State of Washington for King County No. 96-2-09623-7 SEA entitled U S West Communications, Inc. v. Washington Utilities and Transportation Commission (the "Order"). Pursuant to the Order the Depository Funds in the Escrow Account shall be allocated in the amounts for each program shown under the "Customer" column on Attachment C, attached hereto and incorporated herein by this reference.

"SCHEDULE B"  
(Special Instructions)

Depository Funds shall be disbursed at the written direction of authorized Qwest Corporation, Washington Utilities and Transportation Commission, and Public Counsel representatives pursuant to the Order. Authorized representatives shall be designated in writing to the Escrow Depository Agent. All fees and expenses of this Escrow, including but not limited to any tax liability of Qwest Corporation for interest earnings on Depository Funds allocated to Qwest Corporation pursuant to paragraph 8 hereof, shall be paid from the Depository Funds.

All written requests must contain the account number and be sent to:

U.S. Bank Trust National Association  
180 East Fifth Street  
St. Paul, MN 55101  
Attn: Chad Myers  
(651) 244-8542  
(651) 244-8555 (fax)

With fax copy to: Diana Jacobs at (206) 344-4630  
(phone 206-344-4680)