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

FORM 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2002

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM TO

COMMISSION FILE NUMBER 1-3040

QWEST CORPORATION

COLORADO	84-0273800
(State or other jurisdiction of incorporation of organization)	(I.R.S. Employer Identification No.)

1801 CALIFORNIA STREET, DENVER, COLORADO 80202
(Address of principal executive offices and zip code)

TELEPHONE NUMBER (303) 992-5109
(Registrant's telephone number, including area code)

THE REGISTRANT, A WHOLLY-OWNED SUBSIDIARY OF QWEST COMMUNICATIONS INTERNATIONAL INC., MEETS THE CONDITIONS SET FORTH IN GENERAL INSTRUCTION H(1)(a) AND (b) OF FORM 10-Q AND IS THEREFORE FILING THIS FORM WITH REDUCED DISCLOSURE FORMAT PURSUANT TO GENERAL INSTRUCTION H(2).

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

QWEST CORPORATION
FORM 10-Q

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QWEST CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(DOLLARS IN MILLIONS)
(UNAUDITED)

	THREE MONTHS ENDED MARCH 31,	
	2002	2001
Operating revenues:		
Business services	$1,000	$1,041
Consumer services	1,329	1,306
Wholesale services	708	761
Network services and other revenues	12	11
Total operating revenues	3,049	3,119
Operating expenses:		
Employee-related expenses	729	780
Other operating expenses	740	705
Depreciation and amortization	763	674
Merger-related and other charges	--	114
Total operating expenses	2,232	2,273
Operating income	817	846
Other expense -- net:		
Interest expense -- net	166	147
Other expense (income) -- net	14	(8)
Total other expense -- net	180	139
Income before income taxes	637	707
Provision for income taxes	246	266
Net income	$ 391	$ 441

The accompanying notes are an integral part of these condensed consolidated financial statements.

QWEST CORPORATION

CONDENSED CONSOLIDATED BALANCE SHEETS
(DOLLARS IN MILLIONS)

	MARCH 31, 2002 (UNAUDITED)	DECEMBER 31, 2001
ASSETS		
Current assets:		
Cash and cash equivalents	$ 848	$ 204
Accounts receivable -- net	2,312	2,403
Inventories and supplies	208	232
Deferred tax asset	22	41
Prepaid and other	76	65
Total current assets	3,466	2,945
Property, plant and equipment -- net	19,319	19,431
Other assets -- net	2,786	2,690
Total assets	$25,571	$25,066
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current liabilities:		
Short-term borrowings	$ 634	$ 1,511
Short-term borrowings -- affiliate	2,396	2,292
Accounts payable	1,127	1,098
Accrued expenses and other current liabilities	1,124	1,019
Advance billings and customer deposits	373	375
Total current liabilities	5,654	6,295
Long-term borrowings	7,117	5,781
Post-retirement and other post-employment benefit obligations	2,452	2,481
Deferred taxes, credits and other	3,357	3,218
Contingencies and commitments (Note 5)		
Stockholder's equity:		
Common stock -- one share without par value, owned by parent	8,451	8,415
Accumulated deficit	(1,460)	(1,124)
Total stockholder's equity	6,991	7,291
Total liabilities and stockholder's equity	$25,571	$25,066

The accompanying notes are an integral part of these condensed consolidated financial statements.

QWEST CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(DOLLARS IN MILLIONS)
(UNAUDITED)

	THREE MONTHS ENDED MARCH 31,	
	2002	2001
OPERATING ACTIVITIES		
Net income	$ 391	$ 441
Adjustments to net income:		
Depreciation and amortization	763	674
Non-cash Merger-related charges	--	59
Provision for bad debts	76	47
Deferred income taxes	155	156
Changes in operating assets and liabilities:		
Accounts receivable	20	(52)
Inventories, supplies and other current assets	15	(93)
Accounts payable, accrued expenses, advance billings and customer deposits	111	73
Restructuring and Merger-related reserves	(109)	(74)
Other	16	(66)
Cash provided by operating activities	1,438	1,165
INVESTING ACTIVITIES		
Expenditures for plant, property and equipment	(676)	(1,576)
Other	(8)	(52)
Cash used for investing activities	(684)	(1,628)
FINANCING ACTIVITIES		
Net (repayments of) proceeds from short-term borrowings	(876)	410
Proceeds from issuance of long-term borrowings -- net	1,476	--
Repayments of long-term borrowings	(48)	(74)
Dividends paid on common stock	(627)	--
Other	(35)	--
Cash (used for) provided by financing activities	(110)	336
CASH AND CASH EQUIVALENTS		
Increase (decrease)	644	(127)
Beginning balance	204	252
Ending balance	$ 848	$ 125

The accompanying notes are an integral part of these condensed consolidated financial statements.

QWEST CORPORATION

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
THREE MONTHS ENDED MARCH 31, 2002
(UNAUDITED)

NOTE 1: BASIS OF PRESENTATION

The condensed consolidated interim financial statements include the accounts of Qwest Corporation ("Qwest" or "we" or "us" or "our") and our wholly owned subsidiaries. We are a wholly owned subsidiary of Qwest Communications International Inc. ("QCII").

The condensed consolidated interim financial statements are unaudited. We prepared these financial statements in accordance with the instructions for Form 10-Q. In compliance with those instructions, certain information and footnote disclosures normally included in the financial statements prepared in accordance with generally accepted accounting principles in the United States ("GAAP") have been condensed or omitted. We made certain reclassifications to prior balances to conform to the current year presentation. In our opinion, we made all the adjustments (consisting only of normal recurring adjustments) necessary to present fairly our consolidated results of operations, financial position and cash flows as of March 31, 2002 and for all periods presented. These financial statements should be read in conjunction with the audited financial statements included in our Form 10-K for the year ended December 31, 2001. The condensed consolidated results of operations for the three months ended March 31, 2002 are not necessarily indicative of the results expected for the full year. The condensed consolidated financial statements of Qwest Corporation do not purport to represent nor should be inferred to represent the financial position, results of operations, cash flows or any measure, including adjusted EBITDA, of any assets or operations of pre-merger U S WEST, Inc. other than the financial position, results of operations and cash flows of U S WEST Communications, Inc. and its subsidiaries.

NOTE 2: MERGER WITH U S WEST

On June 30, 2000, QCII completed its acquisition (the "Merger") of our former parent company, U S WEST, Inc. ("U S WEST"). All Merger-related costs were recorded in 2001 and 2000 with the majority of those charges paid by December 31, 2001. The activity during the first quarter of 2002 relating to the remaining unpaid liabilities was as follows:

(DOLLARS IN MILLIONS)	JANUARY 1, 2002 BALANCE	CURRENT PROVISION	CURRENT UTILIZATION	MARCH 31, 2002 BALANCE
Contractual settlements and legal contingencies	$74	$ --	$65	$ 9
Severance and employee-related charges	7	--	5	2
Other charges	--	--	--	--
Total Merger-related and other charges	$81	$ --	$70	$11

As those matters identified as legal contingencies associated with contractual settlements and other legal contingencies are resolved, any amounts will be paid at that time. Any differences between amounts accrued and actual payments will be reflected in results of operations as an adjustment to Merger-related and other charges.

NOTE 3: BORROWINGS

(DOLLARS IN MILLIONS)	MARCH 31, 2002	DECEMBER 31, 2001
Current borrowings:		
Commercial paper	$ 33	$ 888
Due to Qwest Capital Funding	2,396	2,292
Short-term notes and current portion of long-term borrowings	479	485
Current portion of capital lease obligations	122	138
Total current borrowings	3,030	3,803
Long-term borrowings:		
Long-term notes and bonds	7,043	5,694
Long-term capital lease obligations	74	87
Total long-term borrowings	7,117	5,781
Total borrowings	$10,147	$9,584

Until February 2002, we maintained commercial paper programs to finance short-term operating cash needs of the business. We and QCII also had a $4.0 billion syndicated credit facility to support commercial paper programs at both Qwest and Qwest Capital Funding ("QCF"). As a result of reduced demand for QCF's and our commercial paper, in February 2002 we borrowed the full amount allocated to us under the syndicated credit facility of $1.0 billion and used most of the proceeds to repay commercial paper. After repaying the commercial paper, we had approximately $137 million of proceeds available to repay current maturities under short-term notes, long-term borrowings and lease obligations.

In March 2002, we amended the syndicated credit facility. As part of the amendment, we (i) increased the maximum debt-to-Consolidated EBITDA ratio, measured on a consolidated QCII basis, from 3.75-to-1 to 4.25-to-1 through the quarter ending September 30, 2002, decreasing to 4.0-to-1 beginning December 31, 2002, and (ii) agreed to use a portion of net proceeds from future sales of assets and capital market transactions, including the issuance of debt and equity securities, to prepay the bank loan until the outstanding loan is $2.0 billion or less. "Consolidated EBITDA" as defined in the credit facility is a measure of EBITDA that starts with QCII's net income and adds back certain items, primarily those of a non-cash or a non-operating nature.

In March 2002, we issued $1.5 billion in bonds with a ten-year maturity and an 8.875% interest rate. Following the amendment of the syndicated credit facility agreement, we paid approximately $608 million of the proceeds from our March 2002 bond offering to reduce the total amount outstanding under the syndicated credit facility. Following the repayment and a redistribution of amounts outstanding between us and QCF which resulted in the application of another $392 million of the proceeds from the bond offering to our debt obligations, all of the syndicated credit facility outstanding as of March 31, 2002 was assigned to QCF. The remaining net proceeds from our bonds will be used to repay our short-term obligations and currently maturing long-term borrowings.

In February and March 2002, our credit ratings were lowered two levels to BBB+ and Baa2 by Fitch Ratings ("Fitch") and Moody's Investor Service ("Moody's"), respectively, and one level to BBB by Standard and Poor's ("S&P"). These ratings in the case of Fitch are the third lowest level, and in the case of S&P and Moody's, the second lowest level, of investment grade. The commercial paper ratings for our commercial paper were also lowered to F-3, P-3 and A-3 by Fitch, Moody's and S&P, respectively. See Note 10 for information on an additional downgrade of our credit ratings by Fitch and S&P.

We are currently in compliance with all financial covenants in our credit facility and indentures as of the last measurement date.

NOTE 4: RELATED PARTY TRANSACTIONS

During the first quarter of 2002, $627 million in dividends were paid to an affiliate company and $100 million in dividends were accrued and will be paid in the second quarter of 2002. Both transactions reduced our equity for the three months ended March 31, 2002. Assets transferred to affiliates for the three months ended March 31, 2002 and 2001 were $29 million and zero, respectively.

We purchase various services from affiliated companies. We also provide various services to affiliated companies. The amount paid and received for these services is determined in accordance with the Federal Communications Commission and state regulatory cost allocation rules, which prescribe various cost allocation methodologies that are dependent upon the service provided. Management believes that such cost allocation methods are reasonable. The total cost of services purchased from affiliated companies was $468 million and $303 million for the three months ended March 31, 2002 and 2001, respectively. The total amount of revenues derived from affiliated companies was $91 million and $77 million for the three months ended March 31, 2002 and 2001, respectively.

It is not practicable to provide a detailed estimate of the expenses that would be recognized on a stand-alone basis. However, we believe that corporate services, including those related to procurement, tax, legal and human services, are obtained more economically through affiliates than they would be on a stand-alone basis, since we absorb only a portion of the total costs.

NOTE 5: COMMITMENTS AND CONTINGENCIES

Commitments

Minimum Usage Requirements and Other Commitments. We have agreements with interexchange carriers ("IXCs") and third-party vendors that require us to maintain minimum monthly and/or annual billings based on usage. We believe we will meet substantially all minimum usage commitments. In the event that requirements are not met, appropriate charges will be recorded. We have reflected in our financial statements the financial impact of all current, unmet minimum usage requirements.

There have been no material changes in our commitments since December 31, 2001.

Contingencies

Litigation. On July 23, 2001, we filed a demand for arbitration against Citizens Communications Company ("Citizens") alleging that it breached Agreements for Purchase and Sale of Telephone Exchanges dated as of June 16, 1999, between Citizens and U S WEST Communications, Inc., with respect to the purchase and sale of exchanges in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska and Wyoming. The demand for arbitration was filed after Citizens failed to close the exchange sales in violation of the terms of the purchase agreements. Citizens, in turn, filed a demand for arbitration alleging counter claims against us in connection with the sale of those same exchanges, as well as exchanges located in North Dakota that we did sell to Citizens. In the arbitration, we seek a determination that Citizens breached the agreements and, as a result, we are entitled to draw down on a series of letters of credit Citizens provided in connection with the transactions and other damages. Citizens seeks a determination that we breached the agreements and, as a result, Citizens is entitled to damages. This arbitration is still at a preliminary stage.

In August 2001, we filed a complaint in state court in Colorado against Touch America, Inc. ("Touch America"). In response, also in August 2001, Touch America filed a complaint against us in federal district court in Montana and removed the Colorado court complaint to federal district court in Colorado. Touch America has also filed answers and counterclaims in the Colorado lawsuit. Touch America's complaint in Montana was dismissed on November 5, 2001, and Touch America's motion for reconsideration was denied on December 17, 2001. Touch America has also filed two complaints before the Federal Communications

Commission ("FCC"). The disputes between us and Touch America relate to various billing, reimbursement and other commercial disputes arising under agreements entered into for the sale of QCII's interLATA (local access and transport area) business in our local service area (Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming) to Touch America on June 30, 2000. Touch America also asserts that we have violated state and federal antitrust laws, the Telecommunications Act of 1996 (the "Act") (including claims alleging that QCII's sale of indefeasible rights of use is in violation of the Act) and our Federal Communications Commission tariff. Each party seeks damages against the other for amounts billed and unpaid and for other disputes. Discovery has begun at the FCC. The court case is in a preliminary stage, general discovery has not begun and no trial date has been set.

We have also been named as a defendant in various other litigation matters. We intend to vigorously defend these outstanding claims and the outstanding claims specifically described above.

Intellectual Property. We frequently receive offers to take licenses for patent and other intellectual rights, including rights held by competitors in the telecommunications industry, in exchange for royalties or other substantial consideration. We are also regularly the subject of allegations that our products or services infringe upon various intellectual property rights, and receive demands that we discontinue the alleged infringement. We normally investigate such offers and allegations and respond appropriately, including defending ourself vigorously when appropriate. There can be no assurance that, if one or more of these allegations proved to have merit and involved significant rights, damages or royalties, this would not have a material adverse effect on us.

Regulatory Matters. On February 14, 2002, the Minnesota Department of Commerce filed a formal complaint against us with the Minnesota Public Utilities Commission alleging that we, in contravention of federal and state law, failed to file interconnection agreements with the Minnesota Public Utilities Commission relating to certain of our wholesale customers, and thereby allegedly discriminating against other competitive local exchange carriers ("CLECs"). The complaint seeks civil penalties related to such alleged violations between $50 million and $200 million. While a hearing has been held on this matter, the administrative law judge on the matter has not yet ruled. Other states in the local service area are looking into similar matters, including Arizona, New Mexico and Iowa, each of which have initiated formal investigations, and further proceedings may ensue in those and other states.

We have other pending regulatory actions in local regulatory jurisdictions which call for price decreases, refunds or both. These actions are generally routine and incidental to our business.

We have provided for certain of the above matters in our condensed consolidated financial statements as of March 31, 2002. Although the ultimate resolution of these claims is uncertain, we do not expect any material adverse impacts as a result of the resolution of these matters.

NOTE 6: SEGMENT INFORMATION

As of January 1, 2002, QCII changed its segment reporting to reflect the way it currently manages its operations. Our operations are included in QCII's consolidated results and in the following QCII operating segments: (1) business services, (2) consumer services, (3) wholesale services and (4) network services. The business services segment provides local telephone services, wireless products and services, and data and Internet protocol ("IP") services to retail business customers. The consumer services segment provides local telephone services, wireless products and services, and data and IP services to the consumer market. The wholesale services segment provides exchange access services that connect customers to the facilities of IXCs and interconnection to our telecommunications network to CLECs as well as local telephone services, wireless products and services, and data and IP services to primarily the same customers. The network services segment provides access to our telecommunications network, including our information technologies, primarily

to our retail services and wholesale services segments. We generate revenue from access to our network by leasing our telephone poles, primarily to other telecommunications providers. We provide the majority of our services to more than 25 million residential and business customers in our local service area.

The following is a breakout of our segments, which we extracted from the financial statements of QCII. The accounting policies used are the same as those used in our condensed consolidated financial statements. Because significant expenses of operating the business, consumer and wholesale services segments are not allocated to such segments for QCII's decision making purposes, QCII management does not believe the segment margins are representative of the actual operating results of the segments for Qwest. The margin for the business, consumer and wholesale services segments excludes network and corporate expenses. The margin for the network services segment excludes corporate expenses. The "Other" category includes unallocated corporate expenses and revenues and certain revenues, expenses and capital expenditures of QCII which are eliminated. Asset information by segment is not provided to our chief operating decision-maker. The 2001 amounts have been restated to conform to the changes in our segment reporting explained above. The condensed consolidated financial statements of Qwest Corporation do not purport to represent nor should be inferred to represent the financial position, results of operations, cash flows or any measure, including adjusted EBITDA, of any assets or operations of pre-merger U S WEST, Inc. other than the financial position, results of operations and cash flows of U S WEST Communications, Inc. and its subsidiaries.

	BUSINESS SERVICES	CONSUMER SERVICES	WHOLESALE SERVICES	NETWORK SERVICES	OTHER	CONSOLIDATED TOTAL
			(DOLLARS IN MILLIONS)			
THREE MONTHS ENDED MARCH 31, 2002						
External revenues	$1,545	$1,433	$1,021	$ 8	$ (958)	$3,049
Margin(1)	1,105	987	879	(1,391)	--	1,580
Capital expenditures	2	32	--	878	(236)	676
2001						
External revenues	1,782	1,466	1,449	6	(1,584)	3,119
Margin(1)	1,365	1,005	1,306	(1,612)	(430)	1,634
Capital expenditures	1	160	--	2,755	(1,340)	1,576

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(1) Segment margin represents total revenues less employee-related and other operating expenses. Segment margin does not include non-recurring and non-operating items such as Merger-related and other charges. Segment margin does not represent cash flow for the periods presented and should not be considered an alternative to net earnings as an indicator of our operating performance or as an alternative to cash flows as a source of liquidity, and may not be comparable with segment margin as defined by other companies.

A reconciliation from segment margin to income before income taxes follows:

(DOLLARS IN MILLIONS)	THREE MONTHS ENDED MARCH 31, 2002	2001
Segment margin	$1,580	$1,634
Less:		
Depreciation and amortization	763	674
Merger-related and other charges	--	114
Total other expense -- net	180	139
Income before income taxes	$ 637	$ 707

NOTE 7: NON-CASH ACTIVITIES

Supplemental disclosures of non-cash operating, investing and financing activities are as follows:

(DOLLARS IN MILLIONS)	THREE MONTHS ENDED MARCH 31, 2002	2001
Assets acquired through capital leases	$17	$ 50
Assets transferred to affiliates	29	--
Non-cash equity infusion to grantor trust	--	286

During the first quarter of 2001, we established an irrevocable grantor trust (the "Trust") related to the payment of certain contingent obligations which are included in our condensed consolidated balance sheets. QCII funded the Trust with a non-cash equity infusion to us of $286 million.

NOTE 8: RESTRUCTURING

During the fourth quarter of 2001, we approved a plan to further reduce current employee levels, consolidate facilities and abandon certain capital projects, terminate certain operating leases and recognize certain asset impairments. In the fourth quarter of 2001, we recorded a restructuring charge of $247 million to cover the costs associated with these actions. No additional restructuring charges were recorded during the quarter ended March 31, 2002.

A summary of the activity during the first quarter of 2002 relating to the unpaid charges was as follows:

(DOLLARS IN MILLIONS)	JANUARY 1, 2002 BALANCE	PROVISION	UTILIZATION	MARCH 31, 2002 BALANCE
Severance and employee-related charges	$179	$ --	$36	$143
Contractual settlements and legal contingencies	29	--	3	26
Total restructuring charges	$208	$ --	$39	$169

During the quarter ended March 31, 2002, approximately 1,600 employees left the business and have received or will receive benefits under the restructuring plan. We anticipate that the majority of our charges will be paid by the end of the current fiscal year. When matters are finalized, any differences between amounts accrued and actual payments will be reflected in results of operations as an adjustment to restructuring charges.

NOTE 9: NEW ACCOUNTING STANDARDS

In June 2001, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets." This statement addresses financial accounting and reporting for intangible assets (excluding goodwill) acquired individually or with a group of other assets at the time of their acquisition. It also addresses financial accounting and reporting for goodwill and other intangible assets subsequent to their acquisition. Intangible assets (excluding goodwill) acquired outside of a business combination will be initially recorded at their estimated fair value. If the intangible asset has a finite useful life, it will be amortized over that life. Intangible assets with an indefinite life are not amortized. Both types of intangible assets will be reviewed annually for impairment and a loss recorded when the asset's carrying amount exceeds its estimated fair value. The impairment test for intangible assets consists of comparing the fair value of the intangible asset to its carrying value. Fair value for goodwill and intangible assets is determined based upon discounted cash flows and appraised values. If the carrying value of the intangible asset exceeds its fair value, an impairment loss is recognized. Goodwill will be treated similar to an intangible asset with an indefinite life. SFAS No. 142 is effective for fiscal years beginning after December 15, 2001. As required, we adopted SFAS No. 142 effective January 1, 2002. The adoption of SFAS No. 142 did not have a significant impact on our consolidated financial statements.

In June 2001, the FASB issued SFAS No. 143, "Accounting for Asset Retirement Obligations." This statement addresses the costs of closing facilities and removing assets. SFAS No. 143 requires entities to record the fair value of a legal liability for an asset retirement obligation in the period it is incurred. This cost is initially capitalized and amortized over the remaining life of the underlying asset. Once the obligation is ultimately settled, any difference between the final cost and the recorded liability is recognized as a gain or loss on disposition. As required, we will adopt SFAS No. 143 effective January 1, 2003. We are currently evaluating the impact this pronouncement will have on our future consolidated financial results.

In August 2001, the FASB issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets." This pronouncement addresses how to account for and report impairments or disposals of long-lived assets. Under SFAS No. 144, an impairment loss is to be recorded on long-lived assets being held or used when the carrying amount of the asset is not recoverable from its expected future undiscounted cash flows. The impairment loss is equal to the difference between the asset's carrying amount and estimated fair value. In addition, SFAS No. 144 requires that long-lived assets to be disposed of by other than a sale for cash are to be accounted for and reported like assets being held or used, except the impairment loss is recognized at the time of disposition. Long-lived assets to be disposed of by sale are to be recorded at the lower of their carrying amount or estimated fair value (less costs to sell) at the time the plan of disposition has been approved and committed to by the appropriate company management. In addition, depreciation is to cease at the same time. As required, we adopted SFAS No. 144 effective January 1, 2002. The adoption of SFAS No. 144 did not have a significant impact on our consolidated financial statements.

NOTE 10: SUBSEQUENT EVENTS

On April 19, 2002, both Fitch and S&P reduced our credit ratings one level to BBB and BBB-, respectively. The rating of BBB is the second lowest level of investment grade for Fitch ratings, and BBB- is the lowest level of investment grade for S&P ratings.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

We have omitted certain information pursuant to General Instruction H(2).

Special Note: Certain statements set forth below under this caption constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. See "Special Note Regarding Forward-Looking Statements" at the end of this Item 2 for additional factors relating to such statements.

RESULTS OF OPERATIONS

Three Months Ended March 31, 2002 Compared with the Three Months Ended March 31, 2001

A non-recurring item impacted net income in the first three months of 2001. Results of operations for the three months ended March 31, 2002 and 2001 excluding the effect of this item in 2001 follows:

	THREE MONTHS ENDED MARCH 31,			
(DOLLARS IN MILLIONS)	2002	2001	DECREASE	
Net income	$391	$441	$ (50)	(11.3)%
Non-recurring items	--	70	(70)	(100.0)%
Adjusted net income	$391	$511	$(120)	(23.5)%

The non-recurring item represents an after-tax charge of $70 million for the three months ended March 31, 2001 for charges associated with the acquisition (the "Merger") of U S WEST, Inc. ("U S WEST") by Qwest Communications International Inc. ("QCII").

Adjusted net income for the three months ended March 31, 2002 decreased $120 million or 23.5% over the same period in 2001. The decrease was primarily due to declining local voice and intraLATA long-distance voice revenues, which declined $92 million when comparing the first three months of 2002 to the same period in 2001. We attribute this decline to competition and the weak economic conditions in our local service area (Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming) which resulted in a net decrease in the number of access lines, higher depreciation expenses due to continued investment in our network in 2001 and 2000 and higher interest expense from increased borrowings to finance those investments. Switched access revenues also declined approximately $53 million principally as a result of federal access reform that reduced the rates we can collect for these services. Partially offsetting these revenue decreases was growth of $78 million in sales of data, IP and wireless products and services and a decrease in salaries and wages and payroll taxes of $109 million related to fewer employees in the first quarter of 2002 as compared to the first quarter of 2001.

The following sections provide a more detailed discussion of the changes in revenues and expenses.

(DOLLARS IN MILLIONS)	THREE MONTHS ENDED MARCH 31, 2002	2001	INCREASE (DECREASE)	% CHANGE
Operating revenues:				
Business services	$1,000	$1,041	$ (41)	(3.9)%
Consumer services	1,329	1,306	23	1.8%
Wholesale services	708	761	(53)	(7.0)%
Network services and other revenues	12	11	1	9.1%
Total operating revenues	3,049	3,119	(70)	(2.2)%
Operating expenses:				
Employee-related expenses	729	780	(51)	(6.5)%
Other operating expenses	740	705	35	5.0%
Depreciation and amortization	763	674	89	13.2%
Merger-related and other charges	--	114	(114)	(100.0)%
Total operating expenses	2,232	2,273	(41)	(1.8)%
Operating income	817	846	(29)	(3.4)%
Other expense -- net:				
Interest expense -- net	166	147	19	12.9%
Other expense (income) -- net	14	(8)	22	275.0%
Total other expense -- net	180	139	41	29.5%
Income before income taxes	637	707	(70)	(9.9)%
Provision for income taxes	246	266	(20)	(7.5)%
Net income	$ 391	$ 441	$ (50)	(11.3)%

REVENUES

Overview. Qwest Corporation's ("Qwest" or "we" or "us" or "our") revenues are generated from a variety of services and products. Business and consumer services are derived principally from voice services such as local exchange telephone services (or basic telephone service), enhanced service features (such as Caller ID, Call Waiting, 3-Way Calling and Voice Mail), intraLATA (local access and transport area) long-distance services, wireless products and services, directory assistance and public telephone service. Also included in business and consumer services revenues are retail advanced data and Internet protocol ("IP") products and services. Advanced data products and services include asynchronous transfer mode ("ATM"), frame relay, private line, customer premise equipment ("CPE") and integrated services digital network ("ISDN"). IP products consist primarily of dial-up Internet access and digital subscriber line ("DSL"). Wholesale services revenues are derived primarily from network transport, switching and billing services provided within our local service area to interexchange carriers ("IXCs"), competitive local exchange carriers ("CLECs") and wireless carriers. Network transport and switching services relate to use of our local network to connect customers to their long-distance networks. Wholesale services revenues are also derived from sales of products and services such as local voice, data, IP and wireless. Network services revenues are derived primarily from our leasing of telephone poles. Other revenues include sub-lease rentals and other miscellaneous revenue items.

Total revenues. Total revenues for the three months ended March 31, 2002 were $3.049 billion compared to $3.119 billion for the same period in 2001, a decrease of $70 million. The decrease was primarily due to a decline of approximately $66 million in total local voice revenues to $1.641 billion from $1.707 billion for the three months ended March 31, 2002 and 2001, respectively. Total local voice revenues were impacted by a decline of approximately 526,000 access lines from the end of the first quarter of 2001 as compared to the end of the first quarter of 2002, a decrease of 3%. Total intraLATA long-distance voice revenues also decreased $26 million to $47 million from $73 million for the three months ended March 31, 2002 and 2001, respectively, which was primarily the result of a net decrease in the number of access lines. Both the local

voice revenue and intraLATA long-distance revenue decreases were significantly impacted by continued weakness in the regional economy and telecommunications industry, ongoing competitive pressures from other telecommunications services providers in our local service area and technology displacement. Switched access revenues also declined approximately $53 million principally as a result of federal access reform that reduced the rates we can collect for these services.

Partially offsetting the items contributing to the decrease in total revenue was growth in sales of data, IP and wireless products and services. Data and IP services revenues increased by approximately $36 million for the quarter ended March 31, 2002 as compared to the quarter ended March 31, 2001 and represented approximately 18% of our total revenues in 2002 as compared to 17% in 2001. Increases in private line, ISDN, ATM and dial-up Internet access contributed to the growth in total data and IP revenues. In addition, the number of DSL customers grew to approximately 464,000 at the end of the first quarter of 2002, up 52% over the comparable quarter of 2001. Wireless products and services revenues in the first quarter of 2002 grew by approximately $42 million or 28% over the three months ended March 31, 2001. We added over 200,000 wireless customers since the first quarter of 2001 and our monthly revenue per customer increased from $50.00 to $51.00 for the three months ended March 31, 2001 and 2002, respectively. However, our net number of subscribers for the first quarter of 2002 remained relatively flat when compared to the number of subscribers at December 31, 2001. We have made a strategic decision to focus on our margins and cash flows in our wireless business through continued focus on our jointly marketed wireless and wireline service offerings. The monthly revenue per customer declined from the end of 2001 and reflects the changes in some of our calling plans where we are now including higher amounts of minutes in response to competitive pressures.

Through the remainder of 2002, we anticipate generating incremental revenues from increased capacity and performance from our existing sales channels, improved customer win-back and retention efforts, continued implementation of existing dial-up Internet access contracts and interLATA long-distance entry in our local service area.

Business services revenues. Business services revenues are derived from sales of voice, IP, data, and wireless products and services to retail business customers. Business services revenues were $1 billion for the three months ended March 31, 2002 compared to $1.041 billion for the same period in 2001. The decrease was primarily attributable to declines of approximately $59 million in local voice services revenues and $6 million in intraLATA long-distance voice services revenues resulting from a weak regional economy, increased competition from various telecommunications providers and technology displacement. Included in the $59 million decrease was a decline in basic local telephone service revenues of $40 million for the first quarter of 2002 as compared to the first quarter of 2001 as a result of the weak regional economy and increased competition. Partially offsetting the items contributing to the decrease in business services revenues was increased revenues of $33 million from affiliate transactions (such as wireless, access and local voice services charges billed to affiliates) and sales of wireless, data and IP products and services including private line, ATM, ISDN, dial-up Internet access and DSL. We believe revenues from data products and services will account for an increasingly larger portion of business services revenue in future periods.

Consumer services revenues. Consumer revenues are derived from sales of voice, IP, data and wireless products and services to the consumer market. Consumer services revenues for the first three months of 2002 were $1.329 billion compared to $1.306 billion for the first three months in 2001. The increase is primarily attributable to an increase in our residential wireless revenues of $39 million from $132 million for the first quarter of 2001 to $171 million for the first quarter of 2002. The change was due to growth in the number of subscribers resulting in increased sales of wireless products and services as the average revenue per subscriber remained relatively flat, increasing from $50.00 per month in the first quarter of 2001 to approximately $51.00 per month in the first quarter of 2002. We expect our wireless subscriber growth in 2002 to continue to be impacted by a weak economy and competitive pressures. Data and IP revenues also increased approximately $22 million primarily due to higher sales of DSL and dial-up Internet access services. Partially offsetting these increases was a decrease in local voice and intraLATA long-distance voice products and services as a result of the weak economy, competitive losses and technology displacement. A decline in our access lines of 472,000 and reduced consumption of our enhanced service features (such as Caller ID, Call Waiting, 3-Way Calling and Voice Mail) contributed to a decrease of $62 million, which was partially offset

by an increase of $46 million in sales of combined feature packages such as Custom Choice(SM) and jointly marketed services such as Total Package(SM). A decrease in intraLATA long-distance revenues of $19 million was caused by a net decrease in the number of access lines.

Wholesale services revenues. Wholesale services revenues are derived from network transport, switching and billing services provided within our local service area to IXCs, CLECs and wireless carriers. We also provide wholesale products and services such as voice, IP, data and wireless products and services primarily to the same telecommunications customers. Wholesale services revenues were $708 million and $761 million for the three months ended March 31, 2002 and 2001, respectively. The decrease was primarily attributable to a decline in switched access revenues of approximately $42 million principally as a result of federal access reform that reduced the rates we can collect for these services. These reduced rates were somewhat offset by increased subscriber line charges ("SLCs"). We believe both of these trends will continue. Wholesale services revenues also declined by $20 million due to a drop in co-location and billing and collection revenues resulting from a reduction in the number of telecommunications providers caused by weakness in the telecommunications sector of the economy. Finally, our wholesale services revenues were also impacted to a limited extent by our decision to increase prices on certain services to improve profitability. This had the effect of reducing the number of minutes of use by customers who purchased those services.

Network services and other revenues. Network services revenues are generated primarily by leases of telephone poles. Other revenues are derived principally from our leasing of office space and other miscellaneous revenues. Network services and other revenues remained relatively flat at $12 million for the first quarter of 2002 compared to $11 million for the first quarter of 2001.

OPERATING EXPENSES

Employee-related expenses. Employee-related expenses include salaries and wages, benefits, payroll taxes and fees for independent contractors.

Employee-related expenses decreased by $51 million in the three months ended March 31, 2002 as compared to the three months ended March 31, 2001. The decline was primarily due to fewer employees as a result of the Merger and an internal operating reorganization of certain employees (discussed below in other operating expenses), which decreased salaries and wages and payroll taxes by approximately $109 million. Partially offsetting these decreases in employee-related expenses was a reduction in the pension credit (net of other post-retirement benefits) of approximately $61 million resulting from the volatile equity market conditions in 2001 and 2000, scheduled pension benefit increases required under union contracts and rising health care rates (relating to post-retirement benefits).

In April 2002, QCII announced that it expects to reduce its current workforce by an additional 2,000 employees through attrition, continued business process improvements and layoffs. A significant portion of this reduction should affect us. These actions are a result of continuing weakness in both the telecommunications sector and the regional economy in our 14-state local service area, as well as increased competitive pressure. Although we do not expect to incur any significant costs associated with these actions and do not expect to record any charges in our condensed consolidated financial statements, no such assurances can be given.

Other operating expenses. Other operating expenses include access charges paid to carriers for the routing of local and long-distance traffic to their facilities, taxes other than income taxes, uncollectible expenses and other selling, general and administrative costs. The increase in other operating expenses for the three months ended March 31, 2002 of $35 million as compared to the same period in 2001, was primarily attributable to an increase of $28 million in uncollectible expenses to cover slow-paying and non-paying customers due to weak economic conditions in our local service area. Affiliate expenses also increased primarily as a result of an internal operating reorganization. In March 2001, several employee groups (such as executive management, sales and marketing, product planning and systems technical support) moved from Qwest to an affiliate subsidiary of QCII in order to gain operational efficiencies and to prepare for entry into the interLATA long-distance business. These costs were previously captured in our employee-related expenses. After the reorganization, these costs were billed back to us from the affiliate subsidiary and were

recorded in other operating expenses. The result is a shift in costs from employee-related expenses to other operating expenses.

The items contributing to the increase in other operating expenses were offset by decreases in access expenses, advertising expenses and other general and administrative costs. Lower access expenses were a result of the decline in access revenues due to the weak regional economy. Decreases in advertising and other general and administrative expenses were principally due to cost cutting measures as a result of the Merger.

Depreciation expense. Depreciation expense increased $89 million for the three months ended March 31, 2002 compared to the same period in 2001, due to higher overall property, plant and equipment balances resulting from our capital spending programs in 2001 and 2000.

Merger-related and other charges. There were no charges associated with the Merger recorded in the three months ended March 31, 2002 because all costs associated with the Merger had been incurred by June 30, 2001.

Total other expense -- net. Interest expense increased $19 million for the three months ended March 31, 2002 over the comparable 2001 period. The increase was primarily attributable to increased borrowings required to fund the 2001 capital improvements to our network. In addition, the current status of our borrowing program has resulted in higher interest rates on new borrowings since December 31, 2001. We incurred other expense of $14 million for the three months ended March 31, 2002 compared to $8 million in other income earned for the three months ended March 31, 2001. The increase in other expense of $22 million is primarily due to a $39 million write-off of deferred costs associated with a contract termination. Partially offsetting the increases in other expense for the three months ended March 31, 2002, was an interest adjustment of $22 million related to a federal tax settlement from prior years.

Provision for income taxes. The effective tax rate for the three months ended March 31, 2002 of 38.6% was higher than the rate of 37.6% for the three months ended March 31, 2001 due to changes in permanent differences and investment tax credits. Permanent differences represent items whose accounting treatment and tax treatment will never be the same (such as an accounting expense that is not deductible for tax purposes).

NET INCOME

For the three months ended March 31, 2002, we generated net income of $391 million compared to net income of $441 million for the three months ended March 31, 2001. The decrease of $50 million was primarily due to declining local voice and intraLATA long-distance voice revenues attributable to competition and the weak economic conditions in our local service area (Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming), higher depreciation due to continued investment in our network and higher interest expense from increased borrowings to finance those investments. Partially offsetting these decreases was growth in sales of data, IP and wireless products and services and a decrease in employee-related expenses related to fewer employees in the first quarter of 2002 as compared to the first quarter of 2001.

RECENT REGULATORY DEVELOPMENTS

As a general matter, we are subject to substantial regulation, including requirements and restrictions arising under the Telecommunications Act of 1996 (the "1996 Act") and state utility laws, and the rules and policies of the Federal Communications Commission ("FCC"), state Public Utility Commissions ("PUCs") and other governmental entities. This regulation, among other matters, currently prohibits us (with certain exceptions) from providing retail or wholesale interLATA telecommunications services within our local service area, and governs the terms and conditions under which we provide services to our customers (including competing CLECs, wireless service providers and IXCs in our local service area).

Interconnection. The FCC is continuing to interpret the obligations of incumbent local exchange carriers ("ILECs") under the 1996 Act to interconnect their networks with, and make unbundled network elements available to, CLECs. These decisions establish our obligations in our local service area, and our rights when we compete outside of our local service area. In January 2002, the FCC released its Triennial

Review of Unbundled Network Elements in which it seeks to ensure that the framework established in the 1996 Act remains current given advances in technology and developments in the markets for telecommunications services. The outcome of this proceeding may affect our current obligations regarding sharing our network with our competitors. In addition, state commissions continue to review our pricing pursuant to applicable FCC rules. We currently have open dockets on the pricing of interconnection and unbundled network elements in 13 of the 14 states in which we operate as an ILEC.

Access Pricing. The FCC has initiated a number of proceedings that directly affect the rates and charges for access services that we sell or purchase. It is expected that these proceedings and related implementation of resulting FCC decisions will continue through 2002.

On May 31, 2000, the FCC adopted the access reform and universal service plan developed by the Coalition for Affordable Local and Long-Distance Service ("CALLS"). The adoption of the CALLS proposal resolved a number of outstanding issues before the FCC. The CALLS plan has a five-year life and provides for the following: elimination of the residential presubscribed interexchange carrier charge; increases in subscriber line charges; reductions in switched access usage rates; the removal of certain implicit universal service support from access charges and direct recovery from end users; and commitments from participating IXCs to pass through access charge reductions to end users. We have opted into the five-year CALLS plan.

InterLATA Long-Distance Entry. Several Regional Bell Operating Companies ("RBOCs") have filed for and received permission to enter into the interLATA long-distance business in several states. Although many of these applications have been supported by state PUCs, the FCC had rejected all applications until December 1999.

We have filed applications with all of our local service area state PUCs for support of our planned applications to the FCC for authority to enter the interLATA long-distance business. Workshops and related proceedings are complete in twelve of our fourteen local service area states, and hearings are underway in the remaining two local service area states. We agreed to test operational support systems ("OSS") on a regional basis in thirteen states, and testing of those systems began in March 2001. Testing in Arizona was conducted separately, and began in February 2001. OSS testing and review processes are in their final stages, and state proceedings on our applications are in progress. We currently plan to have filed for interLATA long-distance approval with the FCC for all states in our local service area in the second or third quarter of 2002 and expect to receive approval of the applications within 90 days of each filing. However, there can be no assurance that we will be in a position to make these applications to the FCC on our current schedule, or will obtain timely FCC approval of these applications.

Reciprocal Compensation for Internet service providers ("ISPs"). On April 27, 2001, the FCC issued an Order with regard to intercarrier compensation for ISP bound traffic. The Order required carriers serving ISP bound traffic to reduce reciprocal compensation rates over a 36-month period beginning with an initial reduction to $0.0015 per minute of use and ending with a rate of $0.0007 per minute of use. In addition, a cap was placed on the number of minutes of use on which the terminating carrier may charge such rates.

On May 3, 2002, the U.S. Appeals Court, District of Columbia, remanded this Order to the FCC for further proceedings and indicated the FCC may likely have the authority to elect this type of reciprocal compensation rate scheme.

CONTINGENCIES

We have certain pending legal and regulatory matters. You can find information regarding such matters in Note 5 to the condensed consolidated financial statements.

NEW ACCOUNTING STANDARDS

In June 2001, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets." This statement addresses financial accounting and reporting for intangible assets (excluding goodwill) acquired individually or with a group of other assets at the time of their acquisition. It also addresses financial accounting and reporting

for goodwill and other intangible assets subsequent to their acquisition. Intangible assets (excluding goodwill) acquired outside of a business combination will be initially recorded at their estimated fair value. If the intangible asset has a finite useful life, it will be amortized over that life. Intangible assets with an indefinite life are not amortized. Both types of intangible assets will be reviewed annually for impairment and a loss recorded when the asset's carrying amount exceeds its estimated fair value. The impairment test for intangible assets consists of comparing the fair value of the intangible asset to its carrying value. Fair value for goodwill and intangible assets is determined based upon discounted cash flows and appraised values. If the carrying value of the intangible asset exceeds its fair value, an impairment loss is recognized. Goodwill will be treated similar to an intangible asset with an indefinite life. SFAS No. 142 is effective for fiscal years beginning after December 15, 2001. As required, we adopted SFAS No. 142 effective January 1, 2002. The adoption of SFAS No. 142 did not have a significant impact on our consolidated financial statements.

In June 2001, the FASB issued SFAS No. 143, "Accounting for Asset Retirement Obligations." This statement addresses the costs of closing facilities and removing assets. SFAS No. 143 requires entities to record the fair value of a legal liability for an asset retirement obligation in the period it is incurred. This cost is initially capitalized and amortized over the remaining life of the underlying asset. Once the obligation is ultimately settled, any difference between the final cost and the recorded liability is recognized as a gain or loss on disposition. As required, we will adopt SFAS No. 143 effective January 1, 2003. We are currently evaluating the impact this pronouncement will have on our future consolidated financial results.

In August 2001, the FASB issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets." This pronouncement addresses how to account for and report impairments or disposals of long-lived assets. Under SFAS No. 144, an impairment loss is to be recorded on long-lived assets being held or used when the carrying amount of the asset is not recoverable from its expected future undiscounted cash flows. The impairment loss is equal to the difference between the asset's carrying amount and estimated fair value. In addition, SFAS No. 144 requires that long-lived assets to be disposed of by other than a sale for cash are to be accounted for and reported like assets being held or used, except the impairment loss is recognized at the time of the disposition. Long-lived assets to be disposed of by sale are to be recorded at the lower of their carrying amount or estimated fair value (less costs to sell) at the time the plan of disposition has been approved and committed to by the appropriate company management. In addition, depreciation is to cease at the same time. As required, we adopted SFAS No. 144 effective January 1, 2002. The adoption of SFAS No. 144 did not have a significant impact on our consolidated financial statements.

FACTORS IMPACTING LIQUIDITY

We are a wholly-owned subsidiary of QCII. As such, factors relating to or affecting QCII's liquidity and capital resources could have a material impact on us either due to perception in the market or due to provisions in certain of our financing agreements. Because we meet the conditions set forth in general Instruction H (1)(a) and (b) of Form 10-Q, however, we have prepared this Quarterly Report on Form 10-Q on the basis of the reduced narrative disclosure permitted under General Instruction H (2). As a result, we have not included information relating to trends, demands, commitments, events or uncertainties that are reasonably likely to materially impact our liquidity or capital resources. We encourage you to review QCII's Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on May 15, 2002, as the same may be amended, for a detailed description of issues relating to liquidity and capital resources that could affect our business. Also see Note 3 to the condensed consolidated financial statements of Qwest for a discussion of certain matters material to our liquidity and capital resources.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Form 10-Q contains or incorporates by reference "forward-looking statements," as that term is used in federal securities laws, about our financial condition, results of operations and business. These statements include, among others:

- statements concerning the benefits that we expect will result from our business activities and certain transactions we have completed, such as increased revenues, decreased expenses and avoided expenses and expenditures; and

- statements of our expectations, beliefs, future plans and strategies, anticipated developments and other matters that are not historical facts.

These statements may be made expressly in this document or may be incorporated by reference to other documents we will file with the SEC. You can find many of these statements by looking for words such as "believes," "expects," "anticipates," "estimates," or similar expressions used in this report or incorporated by reference in this report.

These forward-looking statements are subject to numerous assumptions, risks and uncertainties that may cause our actual results to be materially different from any future results expressed or implied by us in those statements.

Because the statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by the forward-looking statements. We caution you not to place undue reliance on the statements, which speak only as of the date of this report.

Further, the information contained in this document or in a document incorporated or deemed to be incorporated by reference herein is a statement of our present intention and is based upon, among other things, the existing regulatory environment, industry conditions, market conditions and prices, the economy in general and our assumptions. We may change our intentions, at any time and without notice, based upon any changes in such factors, in our assumptions or otherwise.

RISK FACTORS IMPACTING FORWARD-LOOKING STATEMENTS

The important factors that could prevent us from achieving our stated goals include, but are not limited to, the following:

- the duration and extent of the current economic downturn in our 14-state local service area, including its effect on our customers and suppliers;

- any adverse outcome of the SEC's current inquiries into QCII's accounting policies, practices and procedures;

- adverse results of increased review and scrutiny of QCII by regulatory authorities, media and others (including any internal analyses) of financial reporting issues and practices or otherwise;

- QCII's cash needs, which are likely to consume much of our net income this year;

- rapid and significant changes in technology and markets;

- failure to achieve the projected synergies and financial results expected to result from QCII's acquisition of U S WEST, and difficulties in combining the operations of the combined company;

- QCII's future ability to provide interLATA services within our 14-state local service area;

- potential fluctuations in quarterly results;

- intense competition in the markets in which we compete;

- changes in demand for our products and services;

- adverse economic conditions in the markets served by us;

- dependence on new product development and acceleration of the deployment of advanced new services, such as broadband data, wireless and video services, which could require substantial expenditure of financial and

other resources in excess of contemplated levels;

- higher than anticipated employee levels, capital expenditures and operating expenses;

- adverse changes in the regulatory or legislative environment affecting our business;

- adverse developments in commercial disputes or legal proceedings; and

- changes in the outcome of future events from the assumed outcome included in our significant accounting policies described in our Annual Report on Form 10-K for the year ended December 31, 2001, as the same may be amended.

The cautionary statements contained or referred to in this section should be considered in connection with any subsequent written or oral forward-looking statements that we or persons acting on our behalf may issue. We do not undertake any obligation to review or confirm analyst's expectations or estimates or to release publicly any revisions to any forward-looking statements to reflect events or circumstances after the date of this report or to reflect the occurrence of unanticipated events. In addition, we make no representation with respect to any materials available on the Internet, including materials available on our website.

PART II -- OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Qwest and its subsidiaries are subject to claims and proceedings arising in the ordinary course of business. For a discussion of these actions, see Note 5 to the condensed consolidated financial statements.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits filed for Qwest through the filing of this Form 10-Q:

EXHIBIT NUMBER	DESCRIPTION
(3.1)	-- Amended Articles of Incorporation of the Registrant filed with the Secretary of State of Colorado on July 6, 2000, evidencing change of Registrant's name from U S WEST Communications, Inc. to Qwest Corporation (incorporated by reference to Qwest Corporation's quarterly report on Form 10-Q for the quarter ended June 30, 2000).
(3.2)	-- Restated Articles of Incorporation of the Registrant. (Incorporated herein by this reference to Exhibit 3a to Form 10-K filed on April 13, 1998, File No. 1-3040.)
(3.3)	-- Bylaws of the Registrant, as amended. (Incorporated herein by this reference to Exhibit 3b to Form 10-K filed on April 13, 1998, File No. 1-3040.)
(4.1)	-- No instrument which defines the rights of holders of long and intermediate term debt of the Registrant is filed herewith pursuant to Regulation S-K, Item 601(b)(4)(iii)(A). Pursuant to this regulation, the Registrant hereby agrees to furnish a copy of any such instrument to the SEC upon request.
(4.2)	-- Indenture, dated as of October 15, 1999, by and between U S WEST Communications, Inc. and Bank One Trust Company, NA, as Trustee (Exhibit 4b to Form 10-K for the period ended December 31, 1999, File No. 1-3040).
10.1	-- Purchase Agreement, dated as of March 7, 2002, among Qwest Corporation and Credit Suisse First Boston Corporation, Banc of America Securities LLC, Lehman Brothers Inc., ABN AMRO Incorporated, Commerzbank Capital Markets Corp. and First Union Securities, Inc. as Representatives of the Initial Purchasers listed therein.
10.2	-- Registration Rights Agreement, dated as of March 12, 2002, among Qwest Corporation and the Initial Purchasers listed therein.
(10.3)	-- Amended and Restated Credit Agreement, dated as of March 12, 2002, among Qwest Capital Funding, Inc., Qwest Corporation, Qwest Communications International Inc. and the banks listed therein (incorporated by reference to Qwest Communications International Inc.'s Current Report on Form 8-K, dated March 18, 2002, File No. 1-15577).

( ) Previously filed.

(b) Reports on Form 8-K:

(i) On March 4, 2002, we filed a report on Form 8-K regarding the drawdown of $1 billion available to us under our share of the bank credit facility and the effect on our covenants and business.

(ii) On March 6, 2002, we filed a report on Form 8-K regarding proposed amendments to our syndicated credit facility.

(iii) On March 8, 2001, we filed a report on Form 8-K regarding an offering of $1.5 billion in debt.

(iv) On March 11, 2002, we filed a report on Form 8-K regarding our expected March 12, 2002 completion date of an unregistered debt offering of $1.5 billion pursuant to Rule 144A and Regulation S under the Securities Act of 1933.

(v) On March 12, 2002, we filed a report on Form 8-K regarding completion of our $1.5 billion debt offering.

(vi) On March 18, 2002, we filed a report on Form 8-K regarding the amendment of the Qwest Communications International Inc. and Qwest Capital Funding, Inc. $4 billion unsecured bank agreement.

SIGNATURES

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 thereunto duly authorized.

QWEST CORPORATION

By: /s/ CHARLES A. JOSENHANS

Charles A. Josenhans
Vice President, Controller
and Treasurer
(Principal Financial and Chief
Accounting Officer)

May 15, 2002

EXHIBIT INDEX

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( ) Previously filed.

PURCHASE AGREEMENT

QWEST CORPORATION

$1,500,000,000 of 8 7/8% Notes due March 15, 2012

March 7, 2002

Credit Suisse First Boston Corporation
Banc of America Securities LLC
Lehman Brothers Inc.
ABN AMRO Incorporated
Commerzbank Capital Markets Corp.
First Union Securities, Inc.

c/o Credit Suisse First Boston Corporation
11 Madison Avenue
New York, NY 10010-3629
As Representatives of the several Initial Purchasers
named in Schedule I hereto

Ladies and Gentlemen:

Qwest Corporation, a Colorado corporation (the "COMPANY"), proposes to issue and sell to the several Initial Purchasers listed in Schedule I hereto (the "INITIAL PURCHASERS") for whom Credit Suisse First Boston Corporation, Banc of America Securities LLC, Lehman Brothers Inc., ABN AMRO Incorporated, Commerzbank Capital Markets Corp. and First Union Securities, Inc. are acting as representatives (the "REPRESENTATIVES"), $1,500,000,000 of 8 7/8% Notes due March 15, 2012 (the "SECURITIES"). The Securities will be issued pursuant to the provisions of an Indenture, dated as of October 15, 1999 (the "INDENTURE"), between the Company and Bank One Trust Company, National Association, as trustee (the "TRUSTEE").

Holders of the Securities (including the Initial Purchasers and their direct and indirect transferees) will be entitled to the benefits of a Registration Rights Agreement, dated as of March 12, 2002, among the Company and the Initial Purchasers (the "REGISTRATION RIGHTS AGREEMENT"), pursuant to which the Company will agree, among other things, to file with the Securities and Exchange Commission (the "COMMISSION") a registration statement (the "REGISTRATION STATEMENT") pursuant to the Securities Act of 1933, as amended (the "SECURITIES Act") covering the offer to exchange the Securities for securities with terms identical in all material respects to the Securities and to use its reasonable best efforts to cause the Registration Statement to be declared effective within the time periods and subject to the terms and conditions specified therein.

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

In connection with the sale of the Securities, the Company has prepared an offering memorandum dated March 7, 2002 (the "OFFERING MEMORANDUM"), for the information of the Initial Purchasers and for delivery to prospective purchasers of the Securities. The term Offering Memorandum shall be deemed to mean and include documents incorporated by reference therein. All references in this Agreement to financial statements and schedules and other information which is "contained," "included," "stated" or "given" in the Offering Memorandum (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 Offering Memorandum.

The Company hereby agrees with the Initial Purchasers as follows:

1. The Company agrees to issue and sell the Securities to the several Initial Purchasers as hereinafter provided, and each Initial Purchaser, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees to purchase, severally and not jointly, from the Company the respective principal amount of Securities set forth opposite such Initial Purchaser's name in Schedule I hereto at a price (the "PURCHASE PRICE") equal to 96.1054% of their principal amount, plus accrued interest, if any, from March 12, 2002 to the date of payment and delivery.

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

The Company confirms that it has authorized the Initial Purchasers, subject to the restrictions set forth below, to distribute copies of the Offering Memorandum in connection with the offering of the Securities. Each Initial Purchaser hereby severally makes to the Company the following representations and agreements:

(i) it is a "qualified institutional buyer" ("QIB") within the meaning of Rule 144A under the Securities Act ("RULE 144A") and an "accredited investor" as defined in Regulation 501 promulgated under the Securities Act; and

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

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

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

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

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

(iv) it has offered the Securities and will offer and sell the Securities (x) as part of its distribution at any time and (y) otherwise until 40 days after the later of the commencement of the offering and the Delivery Date (as defined in Section 3 below), only in accordance with Rule 903 of Regulation S. Accordingly, neither such Initial Purchaser, nor any of its Affiliates, as defined under Regulation S-X under the Securities Act, nor any persons acting on its behalf has engaged or will engage in

any directed selling efforts (within the meaning of Regulation S) with respect to the Securities, and such Initial Purchaser, its Affiliates and any such persons have complied and will comply with the offering restrictions requirement of Regulation S;

(v) it agrees that (i) it has not offered or sold Securities and, prior to six months after the issue date of such Securities, will not offer or sell any such Securities to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995, (ii) it has complied and will comply with all applicable provisions of the Financial Services Act 1986 with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom, and (iii) it has only issued or passed on and will only issue or pass on in the United Kingdom any document received by it in connection with an issue of Securities to a person who is of a kind described in Article 11(3) of the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1996 (as amended) or is a person to whom such document may otherwise lawfully be issued or passed on.

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

3. (a) Delivery of and payment for the Securities shall be made at the offices of Debevoise & Plimpton, 919 Third Avenue, New York, New York 10022, at 10:00 a.m., New York City time, on March 12, 2002, which date and time may be postponed by agreement between the Initial Purchasers and the Company (such date and time of delivery and payment for the Securities being referred to herein as the "DELIVERY DATE"). Delivery of the Securities by the Company shall be made to the Initial Purchasers against payment of the Purchase Price by the Initial Purchasers; and payment for the Securities by the Initial Purchasers shall be made against delivery to the Initial Purchasers of the Securities as set forth below and effected either by wire transfer of immediately available funds to an account with a bank, the account number and the ABA number for such bank to be provided by the Company to the Initial Purchasers at least two business days in advance of the Delivery Date, or by such other manner of payment as may be agreed by the Company and the Initial Purchasers.

(b) The Company will deliver against payment of the Purchase Price the Securities initially sold to QIBs, in the form of one or more permanent global certificates (the "GLOBAL SECURITIES"), registered in the name of Cede & Co., as

nominee for The Depository Trust Company ("DTC") and with respect to Securities to be resold to foreign purchasers by the Initial Purchasers, in the form of one or more Regulation S global notes (collectively, the "REGULATION S GLOBAL SECURITIES" and, together with the Restricted Global Securities, the "GLOBAL SECURITIES") representing such Securities, with any transfer taxes payable in connection with the transfer to the Initial Purchasers of the Securities duly paid by the Company, registered in the name of Cede & Co., as nominee for DTC. Beneficial interests in the Securities initially sold to QIBs and foreign purchasers will be shown on, and transfers thereof will be effected only through, records maintained in book-entry form by DTC and its participants. The Global Securities will be made available, at the request of any Initial Purchaser, for checking at least 24 hours prior to such Delivery Date.

(c) Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligations of each Initial Purchaser hereunder.

4. The Company represents and warrants to each Initial Purchaser that:

(a) the Offering Memorandum will not, in the form used by the Initial Purchasers to confirm sales of the Securities and as of the Delivery Date, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such dates, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with written information furnished to the Company by any Initial Purchaser, or on behalf of any Initial Purchaser by the Representatives, specifically for use therein;

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

(c) (i) neither the Company, nor any of its subsidiaries, (x) is in violation of its charter or by-laws, or (y) is in violation in any material respect of any law, ordinance, governmental rule, regulation or court decree to which it or its property or assets may be subject or has failed to obtain any material license, permit, certificate, franchise or other governmental authorization or permit necessary to the ownership of its property or to the conduct of its business; or (ii) neither the Company, nor any of its subsidiaries, nor, to the extent it could reasonably be expected to result in or cause a Material Adverse Effect (as defined below), Qwest Communications or any of its subsidiaries, is in default in any material respect, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject, and which, in the case of Qwest Communications and its subsidiaries only, is filed or incorporated by reference as an exhibit to any of Qwest Communications' Incorporated Documents. As used herein, "MATERIAL ADVERSE EFFECT" means any material adverse change in or effect on the financial condition or results of operations of the Company and its subsidiaries, taken as a whole.

(d) the financial statements of each of the Company and Qwest Communications, together with the related schedules and notes thereto, included and incorporated by reference in the Offering Memorandum present fairly the consolidated financial position of the Company and Qwest Communications respectively and their respective consolidated subsidiaries as of the dates indicated and the statements of operations, shareowners' equity and cash flows of the Company and Qwest Communications respectively and their respective consolidated subsidiaries for the periods specified; and said financial statements have been prepared in conformity with generally accepted accounting principles and practices applied on a consistent basis throughout the periods involved.

(e) since the respective dates as of which information is given in the Offering Memorandum, except as otherwise stated therein, (A) there has been no event or circumstance with respect to the Company and its subsidiaries or Qwest Communications and its subsidiaries that could reasonably be expected to constitute or result in a Material Adverse Effect (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, and (C) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock, except a dividend of an aggregate of $627,000,000.

(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 it 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);

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

(i) 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;

(j) the Exchange Notes (as defined in the Registration Rights Agreement) have been duly authorized and, when authenticated, issued and delivered in the manner provided for in the Indenture and issued and delivered in exchange for the Securities in the manner contemplated in the Registration Rights Agreement, will constitute valid and binding obligations of the Company,

enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be in the form contemplated by, and entitled to the benefits of, the Indenture;

(k) as of the Delivery Date, the Securities, the Exchange Notes, the Indenture and the Registration Rights Agreement will conform in all material respects to the respective statements relating thereto contained in the Offering Memorandum;

(l) the execution, delivery and performance of this Agreement and the Registration Rights Agreement and the consummation of the transactions contemplated herein and therein (including, without limitation, the issuance and sale of the Securities) and compliance by the Company with its obligations hereunder and thereunder have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of their 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, Qwest Communications or any of their 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, Qwest Communications or any of their 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 subsidiary of the Company 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 subsidiary of the Company 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 subsidiary of the Company (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 subsidiary of the Company;

(m) other than as set forth in the Offering Memorandum, there is not pending or, to the knowledge of the Company, threatened, any action, suit, proceeding, inquiry or investigation to which the Company, Qwest Communications or any of their subsidiaries is a party or to which the assets, properties or operations of the Company, Qwest Communications or any of their 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 and its subsidiaries of their respective obligations hereunder or thereunder;

(n) the Company and its subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "GOVERNMENTAL LICENSES") issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by them; the Guarantor 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;

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

(p) none of the Company or any of its affiliates (as defined in Rule 501(b) of Regulation D) of the Company or any person acting on its or their behalf has offered or sold the Securities by means of any general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act, or by means of any directed selling efforts within the meaning of Rule 902 of Regulation S, and the Company, any affiliate of the Company and any person

acting on its or their behalf has complied with and will implement the "offering restrictions" requirements of Regulation S;

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

(r) assuming the accuracy of the representations of the Initial Purchasers contained in Section 2 hereof, it is not necessary in connection with the offer, sale and delivery of the Securities in the manner contemplated by this Agreement to register the Securities under the Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939, as amended (the "TRUST INDENTURE ACT"); and

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

5. The Company covenants and agrees with each of the several Initial Purchasers as follows:

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

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

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

behalf of the Initial Purchasers and to any other dealers upon request, such amendments or supplements to the Offering Memorandum as may be necessary to correct such statement or omission or to effect compliance with law;

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

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

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

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

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

(i) during the period of two years after the Delivery Date, the Company will not, and will not permit any of its controlled "affiliates" (as defined in Rule 144 under the Securities Act) to, resell any of the Securities which

constitute "restricted securities" under Rule 144 that have been reacquired by any of them;

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

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

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

(m) neither the Company nor any of its affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act) or any person acting on behalf

of the Company or such affiliate will solicit any offer to buy or offer or sell the Securities by means of any form of general solicitation or general advertising, including: (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio; and (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising;

(n) neither the Company nor any of its affiliates (as defined in Rule 144(a)(1) under the Securities Act) nor any person acting on behalf of any of the foregoing will engage in any directed selling efforts with respect to the Securities within the meaning of Regulation S; and

(o) neither the Company nor any of its affiliates (as defined in Regulation 501(b) of Regulation D under the Securities Act) nor any person acting on behalf of the Company or such affiliate will sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which will be integrated with the sale of the Securities in a manner which would require the registration under the Securities Act of the Securities and the Company will take all action that is appropriate or necessary to assure that its offerings of other securities will not be integrated for purposes of the Securities Act with the offering contemplated hereby.

6. The several obligations of the Initial Purchasers hereunder to purchase the Securities on the Delivery Date are subject to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) the representations and warranties of the Company contained herein are true and correct on and as of the Delivery Date as if made on and as of the Delivery Date, the statements of the officers of the Company made pursuant to Section 6(d) hereof are true and correct and the Company shall have complied with all agreements and all conditions on its part to be performed or satisfied hereunder at or prior to the Delivery Date;

(b) except as previously disclosed to the Initial Purchasers by the Company in writing prior to the execution of this Agreement, there shall not have occurred any downgrading, nor shall any notice have been given of (i) any downgrading, (ii) any intended or potential downgrading or (iii) any review or possible change that does not indicate an improvement, in the rating accorded any debt securities of or guaranteed by the Company or Qwest Communications by any "nationally recognized statistical rating organization", as such term is defined for purposes of Rule 436(g)(2) under the Securities Act;

(c) since the respective dates as of which information is given in the Offering Memorandum, there shall not have been any change in the financial condition of the Company and its subsidiaries, taken as a whole, or Qwest Communications 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, or Qwest Communications and its subsidiaries, taken as a whole, otherwise than as set forth or contemplated in the Offering Memorandum as of March 7, 2002, the effect of which is, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or the delivery of the Securities on the Delivery Date on the terms and in the manner contemplated in the Offering Memorandum;

(d) the Representatives shall have received on and as of the Delivery Date a certificate of the President, any Vice President, the Treasurer, any Assistant Treasurer or the Associate General Counsel 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 in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Delivery Date and that, since the respective dates as of which information is given in the Offering Memorandum, (x) 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, and (y) there has been no change in the financial condition or results of operations of Qwest Communications and its subsidiaries, taken as a whole, that could reasonably be expected to result in or constitute a Material Adverse Effect, except as set forth in or contemplated by the Offering Memorandum as of March 7, 2002;

(e) Holme Roberts & Owen LLP shall have furnished to the Initial Purchasers their written opinion, dated the Delivery Date, in form and substance satisfactory to the Initial Purchasers, to the effect that:

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

(ii) 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 executed and delivered by the Company.

(iii) The execution, delivery and performance of the Indenture by the Company has been duly authorized by all necessary corporate action on the part of the Company, and the Indenture has been duly executed and delivered by the Company.

(iv) The Registration Rights Agreement has been duly authorized by all necessary corporate action on the part of the Company, and the Registration Rights Agreement has been duly executed and delivered by the Company.

(v) The Securities have been duly authorized by all necessary corporate action on the part of the Company.

(vi) The Exchange Notes (as defined in the Registration Rights Agreement) have been duly authorized by all necessary corporate action on the part of the Company.

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.

The opinion of Holme Roberts & Owen LLP described above shall be rendered to the Initial Purchasers at the request of the Company and shall so state therein.

(f) O'Melveny & Myers LLP shall have furnished to the Initial Purchasers their written opinion, dated the Delivery Date, in form and substance satisfactory to the Initial Purchasers, to the effect that:

(i) The Indenture constitutes the legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditor's rights generally (including, without limitation, fraudulent conveyance laws) and by general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

(ii) The Securities, when duly executed and authenticated in the manner contemplated by the Indenture and issued and delivered to the Initial Purchasers against payment therefor in accordance with the provisions hereof, will be legally valid and binding obligations of the

Company entitled to the benefits of the Indenture, enforceable against the Company in accordance with their terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditor's rights generally (including, without limitation, fraudulent conveyance laws), and by general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

(iii) The Exchange Securities, when duly executed in the manner contemplated in the Indenture and issued and delivered in exchange for the Securities in the manner contemplated in the Registration Rights Agreement, will be legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to affecting creditor's rights generally (including, without limitation, fraudulent conveyance laws), and by general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

(iv) The Registration Rights Agreement constitutes the legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditor's rights generally (including, without limitation, fraudulent conveyance laws) and by general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and except that no opinion is expressed with respect to the provisions contained in [Section 4] of the Registration Rights Agreement.

(v) No order, consent, permit or approval of or filing with any federal governmental authority is required on the part of the Company for the execution and delivery of this Agreement, the Indenture or the issuance and sale of the Securities to the Initial Purchasers pursuant to the terms of this Agreement, except such as may be required under applicable blue sky or state securities laws.

(vi) The statements in the Offering Memorandum under the headings "Description of Notes", "Exchange Offer; Registration Rights" and "Notice to Investors", insofar as they summarize provisions of the Indenture or the Securities or constitute a summary of certain provisions of the documents referred to therein, fairly summarize the matters referred to therein.

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

(viii) Based upon the representations, warranties and agreements of the Company in Sections 4(o), 4(p), 4(q), 5(m), 5(n), 5(o) and 6(a) of this Agreement and of the Initial Purchasers in Section 2 of this Agreement and on the truth and accuracy of the representations and agreements deemed to be made by the purchasers of the Securities contained in the Offering Memorandum, it is not necessary in connection with the offer, sale and delivery of the Securities to the Initial Purchasers under this Agreement or in connection with the initial resale of such Securities by the Initial Purchasers in accordance with Section 2 of this Agreement to register the Securities under the Securities Act or to qualify the Indenture under the Trust Indenture Act; provided, however, that such counsel need not express any opinion with respect to the conditions under which the Securities may be further resold.

(ix) The documents incorporated by reference in the Offering Memorandum, on the respective dates they were filed, appeared on their face to comply in all material respects with the requirements as to form for reports on Form 10-K, Form 10-Q, Form 8-K and Form 8-A, as the case may be, under the Exchange Act, as amended, and Form S-4 under the Securities Act, and the related rules and regulations in effect at the respective dates of their filings, except that such counsel need express no opinion concerning the financial statements and other financial information contained or incorporated by reference therein.

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 of Holme Roberts & Owen LLP without independent verification. Such counsel need express no opinion as to matters relating to the Federal Communications Commission or any state public utilities commission or similar authority for the Company or the Guarantor, as applicable.

In addition, such counsel may state that in connection with such counsel's participation in conferences in connection with the preparation of the Offering Memorandum, such counsel has not independently verified the accuracy, completeness or fairness of the statements contained or incorporated therein, and the limitations inherent in the examination made by such counsel and the knowledge available to such counsel are such that such counsel is unable to assume, and does not assume, any responsibility for such accuracy, completeness or fairness (except as otherwise specifically stated in paragraph (vii) above). However, such counsel shall state that on the basis of such counsel's review of the Offering Memorandum and the documents incorporated by reference therein and their participation in conferences in connection with the preparation of the Offering Memorandum, such counsel does not believe that the Offering Memorandum and the documents incorporated therein, considered as a whole, as of its issue date or on the date of the opinion, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. However, such counsel need express no opinion or belief as to the financial statements and other financial information contained or incorporated by reference in the Offering Memorandum or in the documents incorporated therein by reference.

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").

The opinion of O'Melveny & Myers LLP described above shall be rendered to the Initial Purchasers at the request of the Company and shall so state therein.

(g) Yash A. Rana, Esq., Associate General Counsel for the Company shall have furnished to the Initial Purchasers his written opinion, dated the Delivery Date, in form and substance satisfactory to the Initial Purchasers, to the effect that:

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

(ii) All state regulatory consents, approvals, authorizations or other orders (except as to the state securities or blue sky laws, as to which such counsel need express no opinion) legally required for the execution

of the Indenture and the issuance and sale of the Securities to the Initial Purchasers pursuant to the terms of this Agreement have been obtained; provided that such counsel may rely on opinions of local counsel satisfactory to such counsel.

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

(iv) The execution, delivery and performance of this Agreement and the Registration Rights Agreement by the Company will not (A) violate the charter or bylaws of the Company, or (B) violate, breach or result in a default under any material contract, indenture, mortgage, loan agreement, note, lease or other material agreement known to such counsel to which the Company or Qwest Communications is a party or to which any of their respective properties or assets are subject (except for such violations, loans and defaults as could not reasonably be expected to result in a Material Adverse Effect); provided that such counsel need express no opinion as to the effect of the Company's performance of its obligations under this Agreement or the Registration Rights Agreement on the compliance by the Company or Qwest Communications with financial covenants in any such contract, indenture, mortgage, loan agreement, note, lease or other agreement.

(v) To such counsel's knowledge, neither the Company nor any of its subsidiaries is in violation of its charter or bylaws.

Such counsel may state that is does not address the impact of the opinions contained therein on any litigation or ruling relating to the Divestiture. Such counsel need express no opinion with respect to matters relating to the Federal Communications Commission or state public utilities commissions for the Company.

(h) Hogan & Hartson L.L.P. shall have furnished to the Initial Purchasers their written opinion, dated the Delivery Date, in form and substance satisfactory to the Initial Purchasers, to the effect that no consent, approval, authorization or other action by, or filing or registration with, any federal or state government authority (collectively, "GOVERNMENTAL ACTION") is required in connection with the execution and delivery by the Company of this Agreement or the issuance and sale of the Securities to the Initial Purchasers pursuant to the terms of this Agreement (collectively, the "SECURITIES Transaction"), provided that such counsel need express no opinion therein with respect to any Governmental Action that may be required that does not materially affect the validity of the Securities Transaction, and except for a pre-issuance filing with the State of Washington pursuant to RCW 80.08.040 (which filing has been made), and except for post-issuance filings with the States of Washington and Oregon, pursuant to WAC 480-146-340 and ORS 860-027-0032, respectively;

(i) on the date of the issuance of the Offering Memorandum and also on the Delivery Date, Arthur Andersen LLP shall have furnished to the Initial Purchasers letters, dated the respective dates of delivery thereof, in form and substance satisfactory to the Representatives, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Offering Memorandum;

(j) the Initial Purchasers shall have received on and as of the Delivery Date an opinion of Debevoise & Plimpton, counsel to the Initial Purchasers, with respect to the validity of the Indenture and the Securities, and such other related matters as the Initial Purchasers may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

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

(l) on or prior to the Delivery Date the Company shall have furnished to the Initial Purchasers such further certificates and documents as the Initial Purchasers shall reasonably request.

7. (a) The Company agrees to indemnify and hold harmless each Initial Purchaser from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof to which that Initial Purchaser may become subject, as incurred, insofar as such loss, claim, damage, liability or action arises out of, or is based upon,

(i) any untrue statement or alleged untrue statement of a material fact contained in the Offering Memorandum or in any amendment or supplement thereto and (ii) the omission or alleged omission to state in the Offering Memorandum or in any amendment or supplement thereto, any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and will reimburse each Initial Purchaser, as incurred, for any legal or other expenses reasonably incurred by such Initial Purchaser in connection with investigating or defending any such loss, claim, damage, liability or action or amounts paid in settlement of any litigation or investigation or proceeding related thereto if such settlement is effected with the written consent of the Company; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in the Offering Memorandum, or in any such amendment or supplement, in reliance upon and in conformity with the written information furnished to the Company through the Representatives by or on behalf of any Initial Purchaser specifically for inclusion therein which information consists solely of the information specified in Section 7(e). The foregoing indemnity agreement is in addition to any liability which the Company may otherwise have to any Initial Purchaser.

(b) Each Initial Purchaser, severally and not jointly, shall indemnify and hold harmless the Company from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Company may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Offering Memorandum or in any amendment or supplement thereto or (ii) the omission or alleged omission to state in the Offering Memorandum or in any amendment or supplement thereto, any material fact necessary to make the statements therein not misleading, but only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with the written information furnished to the Company through the Representatives by or on behalf of that Initial Purchaser specifically for inclusion therein and set forth in Section 7(e), and shall reimburse the Company promptly upon demand for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred. The foregoing indemnity agreement is in addition to any liability which any Initial Purchaser may otherwise have to the Company.

(c) Promptly after receipt by an indemnified party under this Section 7 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 7, notify the indemnifying party in writing of the claim or

the commencement of that action; provided, however, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 7 except to the extent it has been materially prejudiced by such failure and, provided, further, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 7. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 7 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that the Initial Purchasers shall have the right to employ one separate counsel (which counsel shall be reasonably satisfactory to the indemnifying party) to represent jointly the Initial Purchasers who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Initial Purchasers against the Company under this Section 7 if, in the opinion of counsel for such Initial Purchasers it is advisable for such Initial Purchasers to be jointly represented by separate counsel, and in that event the reasonable fees and expenses of such separate counsel shall be paid by the Company. No indemnifying party shall, (i) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding, or (ii) be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with its written consent, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement.

(d) If the indemnification provided for in this Section 7 shall for any reason be unavailable or insufficient to hold harmless an indemnified party under Section 7(a) or 7(b) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or

liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company on the one hand and the Initial Purchasers on the other from the offering of the Securities, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Initial Purchasers on the other with respect to the statements or omissions which resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Initial Purchasers on the other with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Securities purchased under this Agreement (before deducting expenses) received by the Company on the one hand, and the total discounts and commissions received by the Initial Purchasers with respect to the Securities purchased under this Agreement, on the other hand, bear to the total gross proceeds from the offering of the Securities under this Agreement. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or the Initial Purchasers, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Initial Purchasers agree that it would not be just and equitable if contributions pursuant to this Section 7(d) were to be determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation which does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section shall be deemed to include, for purposes of this Section 7(d), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 7(d), no Initial Purchaser shall be required to contribute any amount in excess of the amount by which the total price at which the Securities purchased by it were offered to investors exceeds the amount of any damages which such Initial Purchaser has otherwise paid by reason of any untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers' obligations to contribute as provided in this Section 7(d) are several in proportion to their respective obligations and not joint.

(e) The Initial Purchasers severally confirm, and the Company acknowledges, that the statements in paragraph number 4, in the third and fourth sentences in paragraph number 5, in paragraph number 7, in paragraph number 11 and paragraph number 14 under the heading "Plan of Distribution" in the Offering Memorandum constitute the only information furnished in writing to the Company through the Representatives by or on behalf of the Initial Purchasers specifically for inclusion in the Offering Memorandum.

(f) The respective indemnities, representations, warranties and agreements of the Company and the Initial Purchasers contained in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, will survive the delivery of and payment for the Securities and will remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any of them or any person controlling any of them.

8. Notwithstanding anything herein contained, this Agreement may be terminated in the absolute discretion of the Initial Purchasers, by notice given to the Company, if after the execution and delivery of this Agreement and prior to the Delivery Date (i) trading generally shall have been suspended or materially limited on or by, as the case may be, any of the New York Stock Exchange, the American Stock Exchange, the NASDAQ National Market, the Chicago Board Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade or there has been any major disruption of settlements of securities or clearance services in the United States, (ii) trading of any securities of or guaranteed by the Company or Qwest Communications shall have been suspended on any exchange or in any over-the-counter market, (iii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, including without limitation as a result of terrorist activities, that, in the judgment of the Initial Purchasers, is material and adverse and which, in the judgment of the Initial Purchasers, makes it impracticable to market the Securities on the terms and in the manner contemplated in the Offering Memorandum.

9. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

10. If, on the Delivery Date any one or more of the Initial Purchasers shall fail or refuse to purchase Securities which it or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Securities which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of the Securities to be purchased on such date, the other Initial Purchasers shall be obligated severally in the proportions that the

principal amount of Securities set forth opposite their respective names in Schedule I bears to the aggregate principal amount of Securities set forth opposite the names of all such non-defaulting Initial Purchasers, or in such other proportions as the Initial Purchasers may specify, to purchase the Securities which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase on such date; provided that in no event shall the principal amount of Securities that any Initial Purchaser has agreed to purchase pursuant to Section 1 be increased pursuant to this Section 10 by an amount in excess of one-tenth of such principal amount of Securities without the written consent of such Initial Purchaser. If, on the Delivery Date any Initial Purchaser or Initial Purchasers, shall fail or refuse to purchase Securities which it or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Securities with respect to which such default occurs is more than one-tenth of the aggregate principal amount of Securities to be purchased on such date, and arrangements satisfactory to the Initial Purchasers and the Company for the purchase of such Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Initial Purchaser or the Company. In any such case either the Initial Purchasers or the Company shall have the right to postpone the Delivery Date, but in no event for longer than seven days, in order that the required changes, if any, in the Offering Memorandum or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Initial Purchaser from liability in respect of any default of such Initial Purchaser under this Agreement.

11. If this Agreement shall be terminated by the Initial Purchasers, or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement or any condition of the Initial Purchasers' obligations cannot be fulfilled, (i) the Company shall remain responsible for the expenses to be paid or reimbursed by them pursuant to Section 5(j) and (ii) except in the event this Agreement is terminated pursuant to clauses (i), (iii) or (iv) of Section 8, the Company agrees to reimburse the Initial Purchasers or such Initial Purchasers as have so terminated this Agreement with respect to themselves, severally, for the out-of-pocket expenses reasonably incurred by such Initial Purchasers in connection with this Agreement or the offering contemplated hereunder, not exceeding $75,000, and for the fees and disbursements of their counsel in connection with this offering.

12. This Agreement shall inure to the benefit of and be binding upon the Company, the Initial Purchasers, any controlling persons referred to herein and their respective successors and assigns. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person, firm or corporation any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision

herein contained. No purchaser of Securities from any Initial Purchaser shall be deemed to be a successor by reason merely of such purchase.

13. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Initial Purchasers shall be given to the Initial Purchasers c/o Credit Suisse First Boston Corporation, Transactions Advisory Group, 11 Madison Avenue, New York, NY 10010-3629 (Fax: 212-325-4296). Notices to the Company shall be given to it at 1801 California Street, Denver, Colorado 80202 (telefax: (303) 896-6468); Attention: Scott Berman, with a copy to General Counsel (telefax: (303) 296-5974).

14. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

15. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PROVISIONS THEREOF.

If the foregoing is in accordance with your understanding, please sign and return counterparts hereof.

Very truly yours,

QWEST CORPORATION

By: /s/ James Smith

Name:
Title:

Accepted: March 7, 2002

By: CREDIT SUISSE FIRST BOSTON CORPORATION

By: /s/ Michael Genereux

Name: Michael Genereux
Title: Director

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

SCHEDULE 1

INITIAL PURCHASER	AGGREGATE PRINCIPAL AMOUNT OF SECURITIES TO BE PURCHASED
Credit Suisse First Boston Corporation	$1,050,000,000
Banc of America Securities LLC	180,000,000
Lehman Brothers Inc.	180,000,000
ABN AMRO Incorporated	30,000,000
Commerzbank Capital Markets Corp.	30,000,000
First Union Securities, Inc.	30,000,000
Total	$1,500,000,000

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "Agreement") is made and entered into as of March 12, 2002 among Qwest Corporation, a Colorado corporation (the "Company") and the Initial Purchasers (as hereinafter defined).

This Agreement is made pursuant to the Purchase Agreement dated March 7, 2002 (the "Purchase Agreement"), among the Company, as issuer of the 8 7/8% Notes due March 15, 2012 (the "Notes") and the Initial Purchasers, which provides for, among other things, the sale by the Company to the Initial Purchasers of the aggregate principal amount of Notes specified therein. In order to induce the Initial Purchasers to enter into the Purchase Agreement, the Company has agreed to provide to the Initial Purchasers and their direct and indirect transferees the registration rights set forth in this Agreement. The execution and delivery of this Agreement is a condition to the closing under the Purchase Agreement.

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

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

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

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

"Applicable Period" shall have the meaning set forth in Section 3(s) hereof.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banking institutions in The City of New York are authorized or required by law or executive order to remain closed.

"Closing Time" shall mean the Closing Time as defined in the Purchase Agreement.

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

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

"Effectiveness Period" shall have the meaning set forth in Section 2(b) hereof.

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

"Exchange Notes" shall mean the 8?% Notes due March 15, 2012 issued by the Company under the Indenture containing terms identical in all material respects to the Notes (except that (i) interest thereon shall accrue from the last date on which interest was paid or duly provided for on the Notes or, if no such interest has been paid, from the date of their original issue, (ii) they will not contain terms with respect to transfer restrictions under the Securities Act and (iii) they will not provide for any Special Interest Premium thereon) to be offered to Holders of Notes in exchange for Notes pursuant to the Exchange Offer.

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

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

"Exchange Offer Registration Statement" shall mean an exchange offer registration statement on Form S-4 (or, if applicable, on another appropriate form), and all amendments and supplements to such registration statement, in each case including the Prospectus contained therein, all exhibits thereto and all documents incorporated by reference therein.

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

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

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

"Initial Purchasers" shall mean Credit Suisse First Boston Corporation, Banc of America Securities LLC, Lehman Brothers Inc., ABN AMRO Incorporated, Commerzbank Capital Markets Corp., and First Union Securities, Inc.

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

"Issue Date" shall mean March 12, 2002, the initial date of delivery of the Notes from the Company to the Initial Purchasers.

"Issuer" shall mean the Company as defined in the preamble hereto.

"Majority Holders" shall mean the Holders of a majority of the aggregate principal amount of outstanding Notes and Exchange Notes.

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

"Participating Broker-Dealer" shall have the meaning set forth in Section 3(t) hereof.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization, limited liability corporation, or a government or agency or political subdivision thereof.

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

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

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

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

"Registration Expenses" shall mean any and all expenses incident to performance of or compliance by the Company with this Agreement, including without limitation: (i)

all SEC or National Association of Securities Dealers, Inc. (the "NASD") registration and filing fees, including, if applicable, the fees and expenses of any "qualified independent underwriter" (and its counsel) that is required to be retained by any Holder of Registrable Securities in accordance with the rules and regulations of the NASD, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws (including reasonable fees and disbursements of one counsel for all underwriters and Holders as a group in connection with blue sky qualification of any of the Exchange Notes or Registrable Securities) and compliance with the rules of the NASD, (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, printing and distributing any Registration Statement, any Prospectus and any amendments or supplements thereto, and in preparing or assisting in preparing, printing and distributing any underwriting agreements, securities sales agreements and other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees, (v) the fees and disbursements of counsel for the Company and of the independent certified public accountants of the Company and its subsidiaries, including the expenses of any "cold comfort" letters required by or incident to the performance of and compliance with this Agreement, (vi) the reasonable fees and expenses of the Trustee and its counsel and any exchange agent or custodian, and (vii) the reasonable fees and expenses of any special experts retained by the Company in connection with any Registration Statement.

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

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

"SEC" shall mean the Securities and Exchange Commission.

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

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

"Shelf Registration Event" shall have the meaning set forth in Section 2(b) hereof.

"Shelf Registration Event Date" shall have the meaning set forth in Section 2(b) hereof.

"Shelf Registration Statement" shall mean a "shelf" registration statement of the Company pursuant to the provisions of Section 2(b) hereof which covers all of the Registrable Securities (except Registrable Securities which the Holders have elected not to include in such Shelf Registration Statement or the Holders of which have not complied with their obligations under the penultimate paragraph of Section 3 hereof or under the first paragraph of Section 2(b) hereof) on an appropriate form under Rule 415 under the Securities Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all documents incorporated by reference therein.

"Special Interest Premium" shall have the meaning set forth in Section 2(e) hereof.

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

"Trustee" shall mean the trustee under the Indenture.

2. Registration Under the Securities Act.

(a) Exchange Offer. Except as set forth in Section 2(b) below, the Company shall, for the benefit of the Holders, at the Company's cost, use its reasonable best efforts to (i) file with the SEC within 150 calendar days after the Issue Date an Exchange Offer Registration Statement on an appropriate form under the Securities Act relating to the Exchange Offer, (ii) cause such Exchange Offer Registration Statement to be declared effective under the Securities Act by the SEC not later than the date which is 210 calendar days after the Issue Date, (iii) keep such Exchange Offer Registration Statement effective for not less than 30 calendar days (or longer if required by applicable law) after the date notice of the Exchange Offer is mailed to the Holders and (iv) cause the Exchange Offer to be consummated within 240 calendar days after the Issue Date. Promptly after the effectiveness of the Exchange Offer Registration Statement, the Company shall commence the Exchange Offer, it being the objective of such Exchange Offer to enable each Holder eligible and electing to exchange Registrable Securities for a like principal amount of Exchange Notes (provided that such Holder (i) is not an Affiliate of the Company, (ii) is not a broker-dealer tendering Registrable Securities acquired directly from the Company, (iii) acquires the Exchange Notes in the ordinary course of such Holder's business and (iv) has no arrangements or understandings with any Person to participate in the Exchange Offer for the purpose of distributing the Exchange Notes) to transfer such Exchange Notes from and after their receipt without any limitations or restrictions under the Securities Act and under state securities or blue sky laws.

In connection with the Exchange Offer, the Company shall:

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

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

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

(iv) permit Holders to withdraw tendered Registrable Securities at any time prior to the close of business, New York City time, on the last Business Day of the Exchange Period, by sending to the institution specified in the notice to Holders, a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Registrable Securities delivered for exchange, and a statement that such Holder is withdrawing his election to have such Registrable Securities exchanged;

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

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

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

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

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

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

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

Upon consummation of the Exchange Offer in accordance with this Section 2(a), the provisions of this Agreement shall continue to apply, mutatis mutandis, solely with respect to Exchange Notes held by Participating Broker-Dealers, and the Company shall have no further obligation to register the Registrable Securities held by any Holder pursuant to Section 2(b) of this Agreement.

(b) Shelf Registration. If (i) because of any change in law or in currently prevailing interpretations thereof by the staff of the SEC, the Company is not permitted to effect the Exchange Offer as contemplated by Section 2(a) hereof, (ii) the Exchange Offer is not consummated within 240 days after the Issue Date or (iii) upon the request of any Initial Purchaser with respect to any Registrable Securities held by it, if such Initial Purchaser is not permitted, in the reasonable opinion of Debevoise & Plimpton, pursuant to applicable law or applicable interpretations of the staff of the SEC, to participate in the Exchange Offer and thereby receive securities that are freely tradeable without restriction under the Securities Act and applicable blue sky or state securities laws (other than due solely to the status of such Initial Purchaser as an Affiliate of the Company or as a Participating Broker-Dealer) (any of the events specified in (i), (ii) or (iii) being a "Shelf Registration Event", and the date of occurrence thereof, the "Shelf Registration Event Date"), then in addition to or in lieu of conducting the Exchange Offer contemplated by Section 2(a), as the case may be, the Company shall promptly notify the Holders in

writing thereof and shall, at its cost, file as promptly as practicable after such Shelf Registration Event Date and, in any event, within 90 days after such Shelf Registration Event Date, a Shelf Registration Statement providing for the sale by the Holders of all of the Registrable Securities (other than Registrable Securities owned by Holders who have elected not to include such Registrable Securities in such Shelf Registration Statement or who have not complied with their obligations under the penultimate paragraph of Section 3 hereof or under this paragraph, and shall use its reasonable best efforts to cause such Shelf Registration Statement to be declared effective by the SEC as soon as practicable. No Holder of Registrable Securities shall be entitled to include any of its Registrable Securities in any Shelf Registration pursuant to this Agreement unless and until such Holder agrees in writing to be bound by all of the provisions of this Agreement applicable to such Holder and furnishes to the Company in writing, within 15 days after receipt of a request therefor, such information as the Company may, after conferring with counsel with regard to information relating to Holders that would be required by the SEC to be included in such Shelf Registration Statement or Prospectus included therein, reasonably request for inclusion in any Shelf Registration Statement or Prospectus included therein. Each Holder as to which any Shelf Registration is being effected agrees to furnish to the Company all information with respect to such Holder necessary to make the information previously furnished to the Company and the Guarantor by such Holder not materially misleading.

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

(c) Expenses. The Company shall pay all Registration Expenses in connection with any Registration Statement filed pursuant to Section 2(a) and/or 2(b)

hereof and will reimburse the Initial Purchasers for the reasonable fees and disbursements of Debevoise & Plimpton incurred in connection with the Exchange Offer. Except as provided herein, each Holder shall pay all expenses of its counsel, underwriting discounts and commissions and transfer taxes, if any, relating to the sale or disposition of such Holder's Registrable Securities pursuant to the Shelf Registration Statement.

(d) Effective Registration Statement. An Exchange Offer Registration Statement pursuant to Section 2(a) hereof or a Shelf Registration Statement pursuant to Section 2(b) hereof will not be deemed to have become effective unless it has been declared effective by the SEC; provided, however, that if, after it has been declared effective, the offering of Registrable Securities pursuant to such Exchange Offer Registration Statement or Shelf Registration Statement is interfered with by any stop order, injunction or other order or requirement of the SEC or any other governmental agency or court, such Exchange Offer Registration Statement or Shelf Registration Statement will be deemed not to have been effective during the period of such interference, until the offering of Registrable Securities pursuant to such Registration Statement may legally resume. The Company will be deemed not to have used its reasonable best efforts to cause the Exchange Offer Registration Statement or the Shelf Registration Statement, as the case may be, to become, or to remain, effective during the requisite period if it voluntarily takes any action that would result in any such Registration Statement not being declared effective or that would result in the Holders of Registrable Securities covered thereby not being able to exchange or offer and sell such Registrable Securities during that period, unless such action is required by applicable law.

(e) Special Interest Premium. In the event that:

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

(ii) the Exchange Offer Registration Statement is not declared effective by the SEC on or prior to the 210th day after the Issue Date, then, commencing on the 211st day after the Issue Date, a Special Interest Premium shall accrue on the principal amount of the Notes at a rate of 0.25% per annum;

(iii) (A) the Company has not exchanged Exchange Notes for all Notes validly tendered in accordance with the terms of the Exchange Offer on or prior to the 240th day after the Issue Date or (B) if the Shelf Registration Statement is required to be filed pursuant to Section 2(b) but is not declared effective by the SEC on or prior to the 240th day after the Issue Date, then, commencing on the

241st day after the Issue Date, a Special Interest Premium shall accrue on the principal amount of the Notes at the rate of 0.25% per annum; or

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

provided, however, that the aggregate amount of the Special Interest Premium in respect of the Notes may not exceed 0.25% per annum; provided, further, however, that (1) upon the filing of the Exchange Offer Registration Statement (in the case of clause (i) above), (2) upon the effectiveness of the Exchange Offer Registration Statement (in the case of clause (ii) above), (3) upon the exchange of Exchange Notes for all Notes validly tendered (in the case of clause (iii)(A) above) or upon the effectiveness of the Shelf Registration Statement (in the case of clause (iii) (B) above) or (4) the earlier of (y) such time as the Shelf Registration Statement which had ceased to remain effective or the Prospectus which had ceased to be usable for resales again becomes effective and usable for resales and (z) the expiration of the Effectiveness Period (in the case of clause (iv) above), the Special Interest Premium on the principal amount of the Notes as a result of such clause (or the relevant subclause thereof) shall cease to accrue;

provided, further, however, that if the Exchange Offer Registration Statement is not declared effective by the SEC on or prior to the 240th day after the Issue Date and the Company and the Guarantor shall request Holders to provide the information required by the SEC for inclusion in the Shelf Registration Statement, the Notes owned by Holders who do not provide such information when required pursuant to Section 2(b) will not be entitled to any Special Interest Premium for any day after the 240th day after the Issue Date.

Any Special Interest Premium due pursuant to Section 2(e)(i), (ii), (iii) or (iv) above will be payable in cash on the next succeeding March 15 or September 15, as the case may be, to Holders on the relevant record dates for the payment of interest pursuant to the Indenture.

(f) Specific Enforcement. Without limiting the remedies available to the Holders, the Company acknowledges that any failure by the Company to comply with its respective obligations under Section 2(a) and Section 2(b) hereof may result in material

irreparable injury to the Holders for which there is no adequate remedy at law, that it would not be possible to measure damages for such injuries precisely and that, in the event of any such failure, any Holder may obtain such relief as may be required to specifically enforce the Company's obligations under Section 2(a) and Section 2(b) hereof.

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

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

(b) prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement effective for the Effectiveness Period or the Applicable Period, as the case may be, and cause each Prospectus to be supplemented, if so determined by the Company or requested by the SEC, by any required prospectus supplement and as so

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

(c) in the case of a Shelf Registration, (i) notify each Holder of Registrable Securities included in the Shelf Registration Statement, at least three Business Days prior to filing, that a Shelf Registration Statement with respect to the Registrable Securities is being filed and advising such Holder that the distribution of Registrable Securities will be made in accordance with the method selected by the Majority Holders of the Registrable Securities, (ii) furnish to each Holder of Registrable Securities included in the Shelf Registration Statement and to each underwriter of an underwritten offering of Registrable Securities, if any, without charge, as many copies of each Prospectus, including each preliminary prospectus, and any amendment or supplement thereto, and such other documents as such Holder or underwriter may reasonably request, in order to facilitate the public sale or other disposition of the Registrable Securities and (iii) consent to the use of the Prospectus or any amendment or supplement thereto by each of the selling Holders of Registrable Securities included in the Shelf Registration Statement in connection with the offering and sale of the Registrable Securities covered by the Prospectus or any amendment or supplement thereto;

(d) in the case of a Shelf Registration, register or qualify the Registrable Securities under all applicable state securities or "blue sky" laws of such jurisdictions by the time the applicable Registration Statement is declared effective by the SEC as any Holder of Registrable Securities covered by a Registration Statement and each underwriter of an underwritten offering of Registrable Securities shall reasonably request in writing in advance of such date of effectiveness, and do any and all other acts and things which may be reasonably necessary or advisable to enable such Holder and underwriter to consummate the disposition in each such jurisdiction of such Registrable Securities owned by such Holder; provided, however, that the Company shall not be required to (i) qualify as a foreign corporation or as a dealer in securities in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d), (ii) file any general consent to service of process in any jurisdiction where it would not otherwise be subject to such service of process or (iii) subject itself to taxation in any such jurisdiction if it is not then so subject;

(e) (1) in the case of a Shelf Registration or (2) if Participating Broker-Dealers from whom the Company has received prior written notice that they will be utilizing the Prospectus contained in the Exchange Offer Registration Statement as provided in Section 3(s) hereof, are seeking to sell Exchange Notes and are required to

deliver Prospectuses, promptly notify each Holder of Registrable Securities, or such Participating Broker-Dealers, as the case may be, their counsel and the managing underwriters, if any, and promptly confirm such notice in writing (i) when a Registration Statement has become effective and when any post-effective amendments thereto become effective, (ii) of any request by the SEC or any state securities authority for amendments and supplements to a Registration Statement or Prospectus or for additional information after the Registration Statement has become effective, (iii) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of a Registration Statement or the qualification of the Registrable Securities or the Exchange Notes to be offered or sold by any Participating Broker-Dealer in any jurisdiction described in Section 3(d) hereof or the initiation of any proceedings for that purpose, (iv) in the case of a Shelf Registration, if, between the effective date of a Registration Statement and the closing of any sale of Registrable Securities covered thereby, the representations and warranties of the Company contained in any purchase agreement, securities sales agreement or other similar agreement cease to be true and correct in all material respects, (v) of the happening of any event or the failure of any event to occur or the discovery of any facts, during the Effectiveness Period, which makes any statement made in such Registration Statement or the related Prospectus untrue in any material respect or which causes such Registration Statement or Prospectus to omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, as well as any other corporate developments, public filings with the SEC or similar events causing such Registration Statement not to be effective or the Prospectus not to be useable for resales and (vi) of the reasonable determination of the Company that a post-effective amendment to the Registration Statement would be appropriate;

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

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

(h) in the case of a Shelf Registration, cooperate with the selling Holders of Registrable Securities to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends (except any customary legend borne by securities held through The Depository Trust Company or any similar depositary) and in such denominations (consistent with the provisions of the Indenture and the officers' certificate establishing the forms and the terms of the Notes pursuant to the Indenture) and registered in such names as the selling Holders or the underwriters may reasonably request at least two Business Days prior to

the closing of any sale of Registrable Securities pursuant to such Shelf Registration Statement;

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

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

(k) cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended (the "TIA"), in connection with the registration of the Exchange Notes or Registrable Securities, as the case may be, and effect such changes to such documents as may be required for them to be so qualified in accordance with the terms of the TIA and execute, and cause the Trustee to execute, all documents as may be required to effect such changes, and all other forms and documents required to be filed with the SEC to enable such documents to be so qualified in a timely manner;

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

(m) in the case of a Shelf Registration, whether or not an underwriting agreement is entered into and whether or not the registration is an underwritten registration, if requested by (x) an Initial Purchaser, in the case where such Initial Purchaser holds Notes acquired by it as part of its initial placement and Holders of at least 25% in aggregate principal amount of the Registrable Securities covered thereby:

(i) make such representations and warranties to Holders of such Registrable Securities and the underwriters (if any), with respect to the business of the Company, its subsidiaries, and if applicable, Qwest Communications International Inc. as then conducted and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, as are customarily made by issuers to underwriters in underwritten offerings, and confirm the same if and when requested; (ii) obtain opinions of counsel to the Company and updates thereof (which may be in the form of a reliance letter) in form and substance reasonably satisfactory to the managing underwriters (if any) and the Holders of a majority in amount of the Registrable Securities being sold, addressed to each selling Holder and the underwriters (if any) covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such underwriters (it being agreed that the matters to be covered by such opinion may be subject to customary qualifications and exceptions); (iii) obtain "cold comfort" letters and updates thereof in form and substance reasonably satisfactory to the managing underwriters from the independent certified public accountants of the Company and its subsidiaries (and, if necessary, any other independent certified public accountants of any business acquired or to be acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to each of the underwriters, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings and such other matters as reasonably requested by such underwriters in accordance with Statement on Auditing Standards No. 72; and (iv) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures no less favorable than those set forth in Section 4 hereof (or such other provisions and procedures acceptable to Holders of a majority in aggregate principal amount of Registrable Securities covered by such Registration Statement and the managing underwriters) customary for such agreements with respect to all parties to be indemnified pursuant to said Section (including, without limitation, such underwriters and selling Holders); and in the case of an underwritten registration, the above requirements shall be satisfied at each closing under the related underwriting agreement or as and to the extent required thereunder;

(n) if (1) a Shelf Registration is filed pursuant to Section 2(b) or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2(a) is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, make reasonably available for inspection by any selling Holder of Registrable Securities or Participating Broker-Dealer, as applicable, who certifies to the Company that it has a current intention to sell Registrable Securities pursuant to the Shelf Registration, any underwriter participating in any such disposition of Registrable Securities, if any, and any attorney, accountant or other agent retained by any such selling Holder, Participating Broker-Dealer, as the case may be, or underwriter (collectively, the "Inspectors"), at the

offices where normally kept, during the Company's normal business hours, all financial and other records, pertinent organizational and operational documents and properties of the Company and its subsidiaries (collectively, the "Records") as shall be reasonably necessary to enable them to conduct due diligence activities, and cause the officers, trustees and employees of the Company, and its subsidiaries to supply all relevant information in each case reasonably requested by any such Inspector in connection with such Registration Statement; records and information which the Company determines, in good faith, to be confidential and any Records and information which it notifies the Inspectors are confidential shall not be disclosed to any Inspector except where (i) the disclosure of such Records or information is necessary to avoid or correct a material misstatement or omission in such Registration Statement, (ii) the release of such Records or information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction or is necessary in connection with any action, suit or proceeding or (iii) such Records or information previously have been made generally available to the public; each selling Holder of such Registrable Securities and each such Participating Broker-Dealer will be required to agree in writing that Records and information obtained by it as a result of such inspections shall be deemed confidential and shall not be used by it as the basis for any market transactions in the securities of the Company unless and until such is made generally available to the public through no fault of an Inspector or a selling Holder; and each selling Holder of such Registrable Securities and each such Participating Broker-Dealer will be required to further agree in writing that it will, upon learning that disclosure of such Records or information is sought in a court of competent jurisdiction, or in connection with any action, suit or proceeding, give notice to the Company and allow the Company at its expense to undertake appropriate action to prevent disclosure of the Records and information deemed confidential;

(o) comply with all applicable rules and regulations of the SEC so long as any provision of this Agreement shall be applicable and make generally available to its securityholders earning statements satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than 50 days after the end of any 12-month period (or 105 days after the end of any 12-month period if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Registrable Securities are sold to underwriters in a firm commitment or best efforts underwritten offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter of the Company after the effective date of a Registration Statement, which statements shall cover said 12-month periods, provided that the obligations under this paragraph (o) shall be satisfied by the timely filing of quarterly and annual reports on Forms 10-Q and 10-K under the Exchange Act;

(p) if an Exchange Offer is to be consummated, upon delivery of the Registrable Securities by Holders to the Company (or to such other Person as directed by the Company), in exchange for the Exchange Notes, the Company shall mark, or cause to

be marked, on such Notes delivered by such Holders that such Notes are being cancelled in exchange for the Exchange Notes; it being understood that in no event shall such Notes be marked as paid or otherwise satisfied;

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

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

(s) (A) in the case of the Exchange Offer Registration Statement (i) include in the Exchange Offer Registration Statement a section entitled "Plan of Distribution," which section shall be reasonably acceptable to the Initial Purchasers or another representative of the Participating Broker-Dealers, and which shall contain a summary statement of the positions taken or policies made by the staff of the SEC with respect to the potential "underwriter" status of any broker-dealer that holds Registrable Securities acquired for its own account as a result of market-making activities or other trading activities (a "Participating Broker-Dealer") and that will be the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of Exchange Notes to be received by such broker-dealer in the Exchange Offer, whether such positions or policies have been publicly disseminated by the staff of the SEC or such positions or policies, in the reasonable judgment of the Initial Purchasers or such other representative, represent the prevailing views of the staff of the SEC, including a statement that any such broker-dealer who receives Exchange Notes for Registrable Securities pursuant to the Exchange Offer may be deemed a statutory underwriter and must deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes, (ii) furnish to each Participating Broker-Dealer who has delivered to the Company the notice referred to in Section 3(e), without charge, as many copies of each Prospectus included in the Exchange Offer Registration Statement, including any preliminary Prospectus, and any amendment or supplement thereto, as such Participating Broker-Dealer may reasonably request (the Company hereby consents to the use of the Prospectus forming part of the Exchange Offer Registration Statement or any amendment or supplement thereto by any Person subject to the prospectus delivery requirements of the Securities Act, including all Participating Broker-Dealers, in connection with the sale or transfer of the Exchange Notes covered by the Prospectus or any amendment or supplement thereto), (iii) use its reasonable best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the Prospectus contained therein in order to permit such Prospectus to be lawfully delivered by all Persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such Persons must comply with such requirements under the Securities Act and applicable rules and regulations in order to resell the Exchange Notes; provided,

however, that such period shall not be required to exceed 240 days (or such longer period if extended pursuant to the last sentence of Section 3 hereof) (the "Applicable Period"), and (iv) include in the transmittal letter or similar documentation to be executed by an exchange offeree in order to participate in the Exchange Offer (x) the following provision:

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

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

(B) in the case of any Exchange Offer Registration Statement, the Company agrees to deliver to the Initial Purchasers or to another representative of the Participating Broker-Dealers, if reasonably requested by an Initial Purchaser or such other representative of Participating Broker-Dealers, on behalf of the Participating Broker-Dealers upon consummation of the Exchange Offer (i) an opinion of counsel in form and substance reasonably satisfactory to such Initial Purchaser or such other representative of the Participating Broker-Dealers, covering the matters customarily covered in opinions requested in connection with Exchange Offer Registration Statements and such other matters as may be reasonably requested (it being agreed that the matters to be covered by such opinion may be subject to customary qualifications and exceptions), (ii) an officers' certificate substantially similar to that specified in Section 6(d) and (e) of the Purchase Agreement and such additional certifications as are customarily delivered in a public offering of debt securities and (iii) upon the effectiveness of the Exchange Offer Registration Statement, comfort letters, in each case, in customary form if permitted by Statement on Auditing Standards No. 72.

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

In the case of a Shelf Registration Statement, or if Participating Broker-Dealers who have notified the Company that they will be utilizing the Prospectus contained in the Exchange Offer Registration Statement as provided in this Section 3(s) are seeking to sell Exchange Notes and are required to deliver Prospectuses, each Holder agrees that, upon receipt of any notice from the Company of the occurrence of any event specified in Section 3(e)(ii), 3(e)(iii), 3(e)(v) or 3(e)(vi) hereof, such Holder will forthwith discontinue disposition of Registrable Securities pursuant to a Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 3(i) hereof or until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus may be resumed, and, if so directed by the Company, such Holder will deliver to the Company (at the Company's expense) all copies in such Holder's possession, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities or Exchange Notes, as the case may be, current at the time of receipt of such notice. If the Company shall give any such notice to suspend the disposition of Registrable Securities or Exchange Notes, as the case may be, pursuant to a Registration Statement, the Company shall use its reasonable best efforts to file and have declared effective (if an amendment) as soon as practicable after the resolution of the related matters an amendment or supplement to the Registration Statement and shall extend the period during which such Registration Statement is required to be maintained effective and the Prospectus usable for resales pursuant to this Agreement by the number of days in the period from and including the date of the giving of such notice to and including the date when the Company shall have made available to the Holders (x) copies of the supplemented or amended Prospectus necessary to resume such dispositions or (y) the Advice.

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

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

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

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

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

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

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

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

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

5. Participation in an Underwritten Registration. No Holder may participate in an underwritten registration hereunder unless such Holder (a) agrees to sell such Holder's Registrable Securities on the basis provided in the underwriting arrangement approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all reasonable questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up letters and other documents reasonably required under the terms of such underwriting arrangements.

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

7. Miscellaneous.

(a) Rule 144 and Rule 144A. For so long as the Company is subject to the reporting requirements of Section 13 or 15 of the Exchange Act and any Registrable Securities remain outstanding, the Company will file the reports required to be filed by it under the Securities Act and Section 13(a) or 15(d) of the Exchange Act and the rules and regulations adopted by the SEC thereunder; provided, however, that if the Company ceases to be so required to file such reports, it will, upon the request of any Holder of Registrable Securities, (a) make publicly available such information as is necessary to permit sales of its securities pursuant to Rule 144 under the Securities Act, (b) deliver such information to a prospective purchaser as is necessary to permit sales of its securities pursuant to Rule 144A under the Securities Act, and (c) take such further action

that is reasonable in the circumstances, in each case, to the extent required from time to time to enable such Holder to sell its Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such rule may be amended from time to time, (ii) Rule 144A under the Securities Act, as such rule may be amended from time to time, or (iii) any similar rules or regulations hereafter adopted by the SEC. Upon the request of any Holder of Registrable Securities, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements.

(b) No Inconsistent Agreements. The Company has not entered into, nor will the Company on or after the date of this Agreement enter into, any agreement which is inconsistent with the rights granted to the Holders of Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's other issued and outstanding securities under any such agreements.

(c) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the Company has obtained the written consent of Holders of a majority in aggregate principal amount of the outstanding Registrable Securities affected by such amendment, modification, supplement, waiver or departure; provided that no amendment, modification or supplement or waiver or consent to the departure with respect to the provisions of Section 4 hereof shall be effective as against any Holder of Registrable Securities unless consented to in writing by such Holder of Registrable Securities. Notwithstanding the foregoing sentence, (i) this Agreement may be amended, without the consent of any Holder of Registrable Securities, by written agreement signed by the Company and the Initial Purchasers, to cure any ambiguity, correct or supplement any provision of this Agreement that may be inconsistent with any other provision of this Agreement or to make any other provisions with respect to matters or questions arising under this Agreement which shall not be inconsistent with other provisions of this Agreement, (ii) this Agreement may be amended, modified or supplemented, and waivers and consents to departures from the provisions hereof may be given, by written agreement signed by the Company and the Initial Purchasers to the extent that any such amendment, modification, supplement, waiver or consent is, in their reasonable judgment, necessary or appropriate to comply with applicable law (including any interpretation of the Staff of the SEC) or any change therein and (iii) to the extent any provision of this Agreement relates to an Initial Purchaser, such provision may be amended, modified or supplemented, and waivers or consents to departures from such provisions may be given, by written agreement signed by such Initial Purchaser and the Company.

(d) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telex, telecopier, or any courier guaranteeing overnight delivery (i) if to a Holder, at the most current address given by such Holder to the Company by means of a notice given in accordance with the provisions of this Section 7(d), which address initially is, with respect to each Initial Purchaser, the address set forth in the Purchase Agreement; and (ii) if to the Company, initially at the Company's address set forth in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 7(d).

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

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

(e) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of the Initial Purchasers, including, without limitation and without the need for an express assignment, subsequent Holders; provided, however, that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Purchase Agreement or the Indenture. If any transferee of any Holder shall acquire Registrable Securities in any manner, whether by operation of law or otherwise, such Registrable Securities shall be held subject to all of the terms of this Agreement, and by taking and holding such Registrable Securities, such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof.

(f) Third Party Beneficiaries. Each Holder and any Participating Broker-Dealer shall be third party beneficiaries of the agreements made hereunder among the Initial Purchasers and the Company, and the Initial Purchasers shall have the right to enforce such agreements directly to the extent it deems such enforcement necessary or advisable to protect its rights or the rights of Holders hereunder.

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

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

(i) GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK. THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT, AND THE TERMS AND CONDITIONS SET FORTH HEREIN, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY PROVISIONS RELATING TO CONFLICTS OF LAWS.

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

(k) Notes Held by the Company or its Affiliates. Whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Company or its Affiliates shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

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

QWEST CORPORATION

By: /s/ James Smith

Name:
Title:

Confirmed and accepted as of
the date first above written:

CREDIT SUISSE FIRST BOSTON CORPORATION

By: /s/ Michael Genereux

Authorized Signatory
Title: Director

For itself and as the Representative of the
other Initial Purchasers