

June 23, 2000

Solomon Trujillo  
33 Cherry Hills Farm Drive  
Englewood, CO 80110

To Mr. Trujillo:

This Agreement addresses certain issues regarding your compensation in connection with the expected merger ("Merger") of U S WEST, Inc. ("U S WEST") and Qwest Communications International Inc. ("Qwest").

As you know, upon the close of the Merger and your termination of employment with U S WEST, you are entitled to receive certain cash payments and various incentive and benefit payments under your Change of Control agreement dated June 22, 1998 and your settlement agreement dated June 2000. You will also become vested in certain stock options and restricted stock grants.

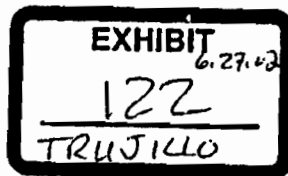
If you agree to all the terms of this Agreement and return the signed Agreement to Executive Compensation, U S WEST will give you the cash payment and vest the appropriate shares and options within two days of the date your signed Agreement is received. In the event the Merger does not close within sixty days after you receive payment under this Agreement, you specifically agree to repay to U S WEST all payments and benefits you received under this Agreement.

Value of Benefits

The value of the cash and other benefits payable to you are set forth on the Attachment hereto. Because the exact amount of your pension and deferred compensation benefits cannot be calculated until after your employment ends, the total cash payment you receive under this Agreement will be an estimate. If the actual value of such benefits is higher than the amount paid to you, U S WEST or its successor shall pay you the difference in such values. If the value is lower than the amount paid to you, you agree to return the difference in such amounts to U S WEST or its successor.

Stock Options

Below is listed your equity holdings immediately following your termination of employment and the length of time you have to exercise your options from your termination date (not to exceed the life of the option), with the exception that if you work for a "competitor" as defined in your June 2000 settlement agreement, you will only have 90 days from the date your employment with a competitor begins to exercise your options.



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<i>Grant Number</i>	<i>Options vesting upon merger</i>	<i>Total number of Options</i>	<i>Length of time to Exercise</i>
C66411	0	17,895	Life of the Option
C68020	104,334	313,000	Life of the Option
C72671	750,000	750,000	Life of the Option
C73384	400,000	400,000	Life of the Option
C79510	775,000	775,000	Life of the Option

**Electronic Equipment**

The Board of Directors has determined that you may keep all of the electronic equipment currently in your possession or otherwise provided to you by the Company. This includes, but not limited to, all of the following: computer, monitor, docking station, printer, fax machine, scanner, pager, wireless telephone, palm pilot, accessories, etc.

**Cooperation**

As a free and voluntary act and without regard to whether you receive any payments under this Agreement, you agree, during and after your employment, to cooperate with, and to make yourself available for, any investigations or lawsuits involving U S WEST/Qwest. U S WEST/Qwest will pay you an hourly rate computed based on your final base salary for time spent at the request of U S WEST/Qwest, other than in depositions or at trial for which you will not be paid. You agree not to assist or provide information to any other party in any litigation against U S WEST/Qwest, except as required under law or formal legal process after you provide advance notice to U S WEST/Qwest at least ten calendar days before such assistance or provision of information (or, if you are so required to assist or provide such information within less than ten calendar days of receipt of such requirement, after you provide timely advance notice to U S WEST/Qwest) to allow U S WEST/Qwest to take legal action with respect to the matter. Nothing in this Agreement is intended to restrict or preclude you from, or otherwise influence you in, testifying fully and truthfully in legal, administrative, or any other proceedings involving U S WEST/Qwest, as required by law or formal legal process.

**No Disparaging Comments**

Except as the law may require, you agree that you will not in any way directly or indirectly, to any employee of U S WEST/Qwest, or to any other person (including but not limited to any communications with the press or other media), make any statement that could reasonably be interpreted to criticize or disparage the performance, competency, or ability of U S WEST/Qwest or its affiliates or successors as a provider of telecommunications or other products and services, or the officers, trustees, partners, employees, or agents of any of them at any time after the execution of this Agreement, nor will you do or say anything that likely would have the effect of disrupting or impairing U S WEST/Qwest's normal, ongoing business operations or harming U S WEST/Qwest's reputation with its associates, employees, clients, investors, suppliers, dealers, acquisition prospects, or the public. It will not be a violation of this

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paragraph for you to make truthful statements, under oath, as required by law or formal legal process.

**Gross-Up Payments**

Nothing in this Agreement waives any right you may have under the Control Agreement to receive Gross-Up Payment(s) under Section IV(c) of the Control Agreement.

**Binding Effect**

This Agreement binds any and all successors and assigns of US WEST and your heirs and beneficiaries.

**Governing Law**

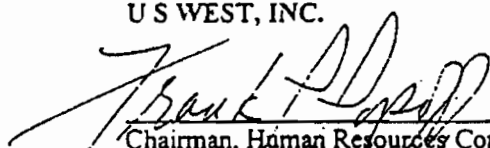
The laws of the State of Colorado (other than its conflict of law provisions) govern this Agreement.

**Effectiveness**

This Agreement does not become effective until it has been executed and delivered by both US WEST and you.

You acknowledge that you have read this Agreement, understand it, and are voluntarily entering into it.

6/29/00  
Date Signed

U S WEST, INC.  
  
Chairman, Human Resources Committee of  
the Board of Directors, for the Committee  
and the Board

Accepted and agreed to:

6/29/2000  
Date Signed

  
Solomon Trujillo

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004447

Itemization of Cash Payments in connection with Qwest merger

Solomon Trujillo

*Frank P. Papp*  
 Approved by Chairman, Human Resources  
 Committee of the Board of Directors

Estimates will be trued up following the merger.

Both the cash and nonqualified pension payments will be taxed at the following rates:

Federal = 28%, State = 5%

Cash payment will be wired by payroll upon merger approval.

	Value
Change in Control payment	\$ 36,900,000.00
Agreement payment	\$ 10,000,000.00
DEU Payout	\$ 1,532,685.00
Financial Counseling (1st year)	\$ 10,000.00

Total Cash Payment: \$ 48,442,685.00

Nonqualified Pension Plan payment will be wired by pension trustee upon merger approval.

Nonqualified Pension Payment * (estimate)	\$ 13,925,279.60	
minus FICA tax due on payment	\$ 193,985.56	\$ 13,731,294.04

Total Cash Payment from Nonqualified Pension: \$ 13,731,294.04

Deferred Compensation Payment * (estimate)	\$ 1,467,446.56	Funded in trust
Financial Counseling (2nd & 3rd year)	\$ 20,000.00	Funded in trust
Perquisites (see attached backup for inclusions)	\$ 943,441.13	Funded in trust
Corporate Aircraft	\$ 5,542,131.25	Funded in trust
Office space and shared administrative support	\$ 1,958,079.96	Funded in trust
Executive Basic Life Insurance Policy		Held in trust
Executive Supplemental Life Insurance Premiums (to be paid over next three years)	\$ 275,112.00	Funded in trust -

Total Held in Trust at Close: \$ 10,206,210.89

Health Care (retiree healthcare)	No cash payment
Career Guidance (available by contacting Lee Hecht Harrison)	No cash payment
Stock Options (contact stock administration)	No cash payment

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**Itemization of Cash Payments in connection with Qwest merger**

- \* Qualified pension plan, 401(K)/ESOP and deferred compensation will be distributed separately per your election under those plans.

You elected to receive your deferred compensation plan balance as follows:

- All contributions except 1998 contributions - 5 equal installments beginning at termination.
- 1998 contributions - lump sum at termination.

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**Solomon Trujillo**

Backup for trust calculations:

Office Space:

Capital Expenditures	Quantity	Cost Per	Total
Build out of office space	3,000	\$ 100	\$ 300,000
Laptop Computers for Exec & Admin Support	2	\$ 3,800	\$ 7,600
Printer	1	\$ 1,500	\$ 1,500
Misc (furniture, equipment, moving expenses)		\$ 10,000	\$ 10,000
<b>TOTALS</b>			<b>\$ 319,100</b>

Assumes rent is \$50 per square foot.

Expenses	Duration in Months	Annual Cost	Net Present Value	Year 1	Year 2	Year 3
Rent (Premium Office Space)	36	150,000	401,352	150,000	154,875	159,908
Computer Support (LGTS On Site)	36	12,000	32,108	12,000	12,390	12,793
Communications (1FB, Cellular, Toll, Pager)	36	30,000	80,270	30,000	30,975	31,982
Operations (Copy, Utilities, etc)	36	30,000	80,270	30,000	30,975	31,982
Administrative Support	36	110,000	294,325	110,000	113,575	117,266
<b>TOTALS</b>		<b>332,000</b>	<b>888,326</b>	<b>332,000</b>	<b>342,790</b>	<b>353,931</b>
Gross Up Calculation			750,654			
<b>GRAND TOTAL</b>			<b>1,638,980</b>			

Gross Up Calculation	Actual rate	Effective rate	Gross Up Amount
Federal Tax Rate	39.600%	73.063%	649,038
HI Tax Rate	1.450%	2.675%	23,763
State (CO) Tax Rate	4.750%	8.764%	77,853
FICA	0.000%	0.000%	-
<b>Total</b>	<b>45.800%</b>	<b>84.502%</b>	<b>750,654</b>

Inflation Rate: 3.250%

Total of Capital + Expense + Gross: \$ 1,958,080

Perquisites:

	Annual	Year 1	Year 2	Year 3	Total of 3 Years
Glenmoor Monthly Dues	\$ 4,080.00	\$ 4,212.60	\$ 4,349.51	\$ 4,490.87	\$ 13,052.98
Glenmoor Annual Dues	\$ 5,000.00	\$ 5,162.50	\$ 5,330.28	\$ 5,503.52	\$ 15,996.30
Glenmoor Food	\$ 150.00	\$ 154.88	\$ 159.91	\$ 165.11	\$ 479.89
Glenmoor Misc (fees)	\$ 3,000.00	\$ 3,097.50	\$ 3,198.17	\$ 3,302.11	\$ 9,597.78
Sagebrushe Renewal: NY Times	\$ 102.00	\$ 105.32	\$ 108.74	\$ 112.27	\$ 326.32
Sagebrushe Renewal: Wall St Journal	\$ 175.00	\$ 180.69	\$ 186.56	\$ 192.62	\$ 559.87
NSHMBA (Mbrshp)	\$ 50.00	\$ 51.63	\$ 53.30	\$ 55.04	\$ 159.96
Security Link	\$ 573.00	\$ 591.62	\$ 610.85	\$ 630.70	\$ 1,833.18
World Econ Forum	\$ 13,423.00	\$ 13,859.25	\$ 14,309.67	\$ 14,774.74	\$ 42,943.86
Disability	\$ 2,865.20	\$ 2,865.20	\$ 2,865.20	\$ 2,865.20	\$ 8,595.60
Limo Service	\$ 100,000.00	\$ 103,250.00	\$ 106,605.63	\$ 110,070.31	\$ 319,925.93
Alright Parking	\$ 1,500.00	\$ 1,548.75	\$ 1,599.08	\$ 1,651.05	\$ 4,798.89
Castle Pines	\$ 8,200.00	\$ 8,466.50	\$ 8,741.66	\$ 9,025.77	\$ 26,233.93
Denver Post	\$ 61.80	\$ 63.60	\$ 65.67	\$ 67.80	\$ 197.07
Planet Phone	\$ 9,600.00	\$ 9,912.00	\$ 10,234.14	\$ 10,566.75	\$ 30,712.89
T1 line	\$ 8,400.00	\$ 8,673.00	\$ 8,954.87	\$ 9,245.91	\$ 26,873.78
Bronco's Parking	\$ 200.00	\$ 206.50	\$ 213.21	\$ 220.14	\$ 639.85
Greenwood Athletic Club	\$ 1,631.00	\$ 1,684.01	\$ 1,738.74	\$ 1,795.25	\$ 5,217.99
Executive Physicals	\$ 1,000.00	\$ 1,032.50	\$ 1,066.06	\$ 1,100.70	\$ 3,199.26
<b>TOTALS</b>	<b>\$ 511,345.13</b>				
Gross Up Calculation	\$ 432,096.00				
<b>GRAND TOTAL</b>	<b>\$ 943,441.13</b>				

Inflation Rate: 3.250%

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Gross Up Calculation	Actual rate	Effective rate	Gross Up Amount
Federal Tax Rate	39.600%	73.063%	373,604
HI Tax Rate	1.450%	2.675%	13,678
State (CO) Tax Rate	4.750%	8.764%	44,814
FICA	0.000%	0.000%	-
Total	45.800%	84.502%	432,096

Corporate Aircraft:

Flight Options Falcon 50

5/16 Share

	Year 1	Year 2	Year 3
FET @ 7.5% Per Hr	\$ 36,563.00	\$ 37,659.00	\$ 38,789.00
Fuel Adjustment Factor*	\$ 25,850.00	\$ 26,652.50	\$ 27,452.75
Monthly Management Fee	\$ 393,900.00	\$ 405,717.00	\$ 417,889.00
Annual Per Hour Cost*	\$ 487,500.00	\$ 502,125.00	\$ 517,189.00
In- Flight Charges*	\$ 3,000.00	\$ 3,090.00	\$ 3,183.00
International Nav Fees*	\$ 25,000.00	\$ 25,750.00	\$ 26,523.00

TOTAL: \$ 971,813.00 \$ 1,000,993.50 \$ 1,031,025.75

Per Flight Hour Cost \$4005.00 per flight hour for the 3 yr operation. Budget estimate for 36 month operations: \$ 3,003,832.25

Gross up amount: \$ 2,538,299.00

TOTAL: \$ 5,542,131.25

Inflation Rate: 3.250%

Gross Up Calculation	Actual rate	Effective rate	Gross Up Amount
Federal Tax Rate	39.600%	73.063%	2,194,690
HI Tax Rate	1.450%	2.675%	80,353
State (CO) Tax Rate	4.750%	8.764%	263,256
FICA	0.000%	0.000%	-
Total	45.800%	84.502%	2,538,299

\*Fuel adjustment factor based on .20 increase from contract price per yr. & constant adjustment factor of \$5.17 per hour

\*Flight hour cost yr 1 @ 1950 per flight / hr. yr 2 @ 2008 per flight hr. yr 3 @ 2068 per flight hr.

\*Estimated international handler fees & nav Canada Fees / Int'l airport landing fees. Crew expenses @ contract rate

international flight or 5 flights beyond the primary service area

\*In flight charges include phone, sat-com, other misc. charges

Consumer price index @ 3% yr for this analysis

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## Itemization Backup

### Solomon Trujillo

Backup for cash payment calculations:

*Change in Control Payment:*

Base	STIP	LTIP	1 x STIP	1 x LTIP	Standard Benefits	3 x Base	3 x STIP	3 x LTIP	Additional Benefits
\$1,000,000	150%	\$6,975,000	\$1,500,000	\$6,975,000	\$8,475,000	\$3,000,000	\$4,500,000	\$20,925,000	\$28,425,000

Total
\$36,900,000

*DEU:*

Number of DEUs	231,000	
Payout at 100%	100%	
Dividend	\$ 6.635	Dividend is comprised of 11 quarters at .535 and one quarter at .75
Value	<u>\$ 1,532,685</u>	

*Nonqualified Pension payment:*

You elected to received your nonqualified pension plan balance as follows:  
lump sum at termination.

This payment would normally be paid 60 days following termination after final payroll data is verified. This amount shown on the itemization is an estimate. This payment will be trued up following termination and any discrepancy will be updated at that time.

*Deferred Compensation Plan balance:*

You elected to received your deferred compensation plan balance as follows:  
All contributions except 1998 contributions - 5 equal installments beginning at termination.  
1998 contributions - lump sum at termination.

Balance as of 5/15/00 =	\$ 1,454,754.25
Additional contributions & company match through 6/23/00 =	<u>\$ 12,692.31</u>
Estimated total value of account =	\$ 1,467,446.56

This estimate of your deferred compensation plan balance does not include earnings from 5/15/00 through termination. Payment of earnings will occur following the true-up if payment at change of control is elected.

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