

SECURITIES AND EXCHANGE COMMISSION

FORM 424B2

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FILER

NEW JERSEY BELL TELEPHONE CO

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Business Address
*540 BROAD ST
NEWARK NJ 07101
2016499900*

PROSPECTUS SUPPLEMENT
(TO PROSPECTUS DATED AUGUST 19, 1993)

\$250,000,000

BELL ATLANTIC--NEW JERSEY, INC.

TEN YEAR 5.875% DEBENTURES, DUE FEBRUARY 1, 2004

Interest Payable February 1 and August 1

THE DEBENTURES ARE NOT REDEEMABLE PRIOR TO MATURITY

THE DEBENTURES WILL BE REPRESENTED BY ONE OR MORE GLOBAL DEBENTURES (THE "GLOBAL DEBENTURES") REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NY ("DTC") OR ITS NOMINEE. INTERESTS IN THE GLOBAL DEBENTURES WILL BE SHOWN ON, AND TRANSFERS THEREOF THROUGH, RECORDS MAINTAINED BY DTC (WITH RESPECT TO PARTICIPANTS' INTERESTS) AND ITS PARTICIPANTS. EXCEPT AS DESCRIBED HEREIN, DEBENTURES IN DEFINITIVE FORM WILL NOT BE ISSUED.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

PRICE 99.810% AND ACCRUED INTEREST

	Price to Public (1)	Underwriting Discounts and Commissions (2)	Proceeds to Company (1)(3)
	-----	-----	-----
Per Debenture	99.810%	.3268%	99.4832%
Total	\$249,525,000	\$817,000	\$248,708,000

- - - - -
- (1) Plus accrued interest from February 1, 1994 to date of delivery.
 - (2) The Company has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933.
 - (3) Before deduction of expenses payable by the Company estimated at \$125,000.

The Debentures offered by this Prospectus Supplement are offered by the Underwriters when, as and if issued by the Company, delivered to and accepted by the Underwriters and subject to their right to reject orders in whole or in part. It is expected that the Global Debentures will be ready for delivery through the facilities of DTC on or about February 14, 1994.

MORGAN STANLEY & CO.
Incorporated
BEAR, STEARNS & CO. INC.
DONALDSON, LUFKIN & JENRETTE
Securities Corporation
SMITH BARNEY SHEARSON INC.

January 31, 1994

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE DEBENTURES OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

AVAILABLE INFORMATION

Bell Atlantic--New Jersey, Inc. (the "Company") is subject to the informational requirements of the Securities Exchange Act of 1934 ("Exchange Act") and in accordance therewith files reports and other information with the Securities and Exchange Commission ("SEC"). Such reports and other information filed by the Company can be inspected and copied at the public reference facilities of the SEC, Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, DC 20549, as well as at the following SEC Regional Offices: 7 World Trade Center, 13th Floor, New York, NY 10048; and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. Such material can also be inspected at the New York Stock Exchange, on which certain of the Company's debt securities are listed. Copies can be obtained from the SEC by mail at prescribed rates. Requests should be directed to the SEC's Public Reference Branch, Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, DC 20549.

INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents have been filed by the Company with the SEC (File

No. 1-3488) and are hereby incorporated herein by reference:

(1) The Company's Annual Report on Form 10-K for the year ended December 31, 1992.

(2) The Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, June 30 and September 30, 1993.

(3) The Company's Current Reports on Form 8-K dated February 25, 1993, December 8, 1993 and January 31, 1994.

DESCRIPTION OF THE DEBENTURES

GENERAL

The following description of the particular terms of the Debentures offered hereby (referred to in the Prospectus as the "Securities") supplements, and to the extent inconsistent therewith replaces, the description of the general terms and provisions of the Securities set forth in the Prospectus, to which description reference is hereby made.

The Debentures offered hereby constitute a single series of Securities (as defined in the Prospectus), will be limited to \$250,000,000 aggregate principal amount and will be issued under an Indenture dated as of December 22, 1993, which is more fully described in the accompanying Prospectus.

The Debentures will mature on February 1, 2004. Interest on the Debentures will be paid from February 1, 1994 and will be payable semi-annually at the annual rate set forth on the cover page of this Prospectus Supplement on each February 1 and August 1 (unless such February 1 or August 1 is not a Business Day as defined in the Indenture, in which case interest shall be payable on the next succeeding Business Day), beginning August 1, 1994, to the persons in whose names the Debentures are registered at the close of business on the January 15 or July 15, as the case may be, prior to the payment date, whether or not such January 15 or July 15 is a Business Day.

The Debentures are not redeemable prior to maturity.

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BOOK-ENTRY, DELIVERY AND FORM

DTC will act as securities depository for the Debentures. The Debentures will be issued as fully-registered securities ("Global Debentures") registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Global Debenture certificate will be issued for the Debentures, in the aggregate principal amount of the Debentures, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York

Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Participants who maintain accounts directly with DTC ("Direct Participants") include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Participants are on file with the SEC.

Purchases of Debentures under the DTC system must be made by or through Direct Participants, which will receive a credit for the Debentures on DTC's records. The ownership interest of each actual purchaser of each Debenture ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Debentures are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Debentures, except in the event that use of the book-entry system for the Debentures is discontinued.

To facilitate subsequent transfers, all Global Debentures deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Global Debentures with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Debentures; DTC's records reflect only the identity of the Direct Participants to whose accounts such Debentures are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the

securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to Debentures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Debentures are credited on the record date (identified in a listing attached to the Omnibus Proxy).

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Principal and interest payments on the Debentures will be made to DTC. DTC's practice is to credit Direct Participants' accounts on payment dates in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payment date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or any Paying Agent, or the Company, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Company or the Trustee or any Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Debentures at any time by giving reasonable notice to the Company or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Debenture certificates are required to be printed and delivered.

The Company may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Debenture certificates will be printed and delivered.

In addition to the circumstances described in the two preceding paragraphs, Global Debentures are exchangeable for Debenture certificates only if an Event of Default with respect to the Debentures represented by such Global Debentures has occurred and is continuing.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Company believes to be reliable, but the Company takes no responsibility for the accuracy thereof.

RECENT DEVELOPMENTS

On January 13, 1994, the Company, which was formerly known as New Jersey Bell Telephone Company, amended its Certificate of Incorporation to change its corporate name to Bell Atlantic--New Jersey, Inc.

POSTEMPLOYMENT BENEFITS

In the fourth quarter of 1993, the Company adopted Statement of Financial Accounting Standards No. 112, "Employers' Accounting for Postemployment Benefits" (Statement No. 112), effective January 1, 1993. Statement No. 112 requires accrual accounting for the estimated cost of benefits provided to former or inactive employees after employment but before retirement. This change principally affects the Company's accounting for disability and workers' compensation benefits, which previously were charged to expense as the benefits were paid.

USE OF PROCEEDS

The net proceeds from the sale of the Debentures will be used toward the redemption of the Company's Forty Year 8.00% Debentures, due September 15, 2016 and the Company's Forty Year 7.75% Debentures, due September 1, 2013.

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RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the ratios of earnings to fixed charges of the Company for the periods indicated. The ratios of earnings to fixed charges for the years ended December 31, 1988-92 have been derived from audited financial statements and the ratio for the nine months ended September 30, 1993 has been derived from unaudited financial statements.

	NINE MONTHS ENDED	YEARS ENDED DECEMBER 31,				
	SEPTEMBER 30, 1993	1992	1991	1990	1989	1988
	-----	-----	-----	-----	-----	-----
Ratio of Earnings to Fixed Charges*.....	6.60	5.75	5.22	5.49	4.82	4.61

*For the purpose of this ratio, earnings have been calculated by adding fixed charges and income taxes to net income for the years ended December 31, 1988-1990 and 1992 and for the nine months ended September 30, 1993. For the year ended December 31, 1991 earnings have been calculated by adding fixed charges, income taxes and cumulative effect of change in accounting principle to net income. Fixed charges consist of total interest expense on debt and capital lease obligations and the portion of rent expense assumed to represent interest.

LEGAL OPINIONS

Certain legal matters relating to the Debentures offered hereby will be passed on for the Company by Leslie A. Vial, Vice President, General Counsel and Secretary of the Company, and for the Underwriters by Drinker Biddle & Reath. Such firm from time to time acts as counsel in certain matters for Bell Atlantic Corporation ("Bell Atlantic") and certain of its subsidiaries. As of January 31, 1994, Ms. Vial owned beneficially and had options to acquire approximately 7,680 shares of the Common Stock of Bell Atlantic. As of December 31, 1993 Ms. Vial also had approximately 1,619 shares of Common Stock credited to her account under the Bell Atlantic Savings Plan for Salaried Employees.

Drinker Biddle & Reath will rely on the opinion of Stryker, Tams & Dill, as to matters of New Jersey law.

UNDERWRITERS

Under the terms of and subject to the conditions set forth in the Underwriting Agreement dated January 31, 1994, the Company has agreed to sell to each of the Underwriters named below, severally, and each of the Underwriters has severally agreed to purchase the principal amount of the Notes set forth opposite its name below:

NAME -----	PRINCIPAL AMOUNT OF NOTES -----
Morgan Stanley & Co. Incorporated	\$100,000,000
Bear, Stearns & Co. Inc.	50,000,000
Donaldson, Lufkin & Jenrette Securities Corporation ...	50,000,000
Smith Barney Shearson Inc.	50,000,000

Total	\$250,000,000

The Underwriting Agreement provides that the obligations of the Underwriters are subject to certain conditions precedent and that the Underwriters will be obligated to purchase all of the Debentures if any Debentures are purchased.

The Underwriters propose initially to offer the Debentures directly to the public at the public offering price set forth on the cover page of this Prospectus Supplement, and to certain dealers at such price less a concession not in excess of .30% of the principal amount of the Debentures. The Underwriters may allow, and such dealers may reallow a discount not in excess of .25% of the principal amount of the Debentures to certain other dealers. After the initial public offering, the public offering price, concession and discount may be changed.

The Debentures are a new issue of securities with no established trading market. The Company does not intend to apply for listing of the Debentures on a national securities exchange. The Company has been advised by the Underwriters that the Underwriters intend to make a market in the Debentures as permitted by applicable laws and regulations but are not obligated to do so and may discontinue market making at any time without notice. No assurance can be given as to the liquidity of the trading market for the Debentures.

The Underwriting Agreement provides that the Company will indemnify the Underwriters against certain liabilities, including civil liabilities under the Securities Act of 1933, or contribute to payments the Underwriters may be required to make in respect thereof.

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P R O S P E C T U S

\$400,000,000

NEW JERSEY BELL TELEPHONE COMPANY

DEBT SECURITIES

New Jersey Bell Telephone Company ("Company") may offer from time to time in one or more series not more than \$400,000,000 (or its equivalent in foreign denominated currencies or foreign currency units or other composite currencies) aggregate principal amount of its debt securities ("Securities"), on terms to be determined at the time the Securities are offered for sale. The Securities may be offered for sale directly to purchasers and may also be offered through underwriters, dealers or agents.

The terms of the Securities, including, where applicable, the specific designation, aggregate principal amount, currency or currencies in which the principal, interest, if any, and premium, if any, are payable, authorized denominations, maturity, rate (or manner of calculation thereof) and time of payment of interest, if any, whether the Securities are issuable in registered form or bearer form or both, any redemption terms, the initial public offering price, the net proceeds to the Company from the sale of the Securities, the names of any underwriters or agents, any compensation to such underwriters or agents and any other specific terms in connection with the offering and sale of the Securities in respect of which this Prospectus is being delivered are set forth in the accompanying Prospectus Supplement ("Prospectus Supplement").

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

August 19, 1993

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS PROSPECTUS OR ANY PROSPECTUS SUPPLEMENT IN CONNECTION WITH THE OFFER MADE BY THIS PROSPECTUS OR ANY PROSPECTUS SUPPLEMENT AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR BY ANY UNDERWRITER, DEALER OR AGENT. THIS PROSPECTUS AND ANY PROSPECTUS SUPPLEMENT DO NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES OFFERED HEREBY IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. THIS PROSPECTUS AND ANY PROSPECTUS SUPPLEMENT DO NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THOSE TO WHICH THEY RELATE.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934 ("Exchange Act") and in accordance therewith files reports and other information with the Securities and Exchange Commission ("SEC"). Such reports and other information filed by the Company can be inspected and copied at the public reference facilities of the SEC, Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, DC 20549, as well as at the following SEC Regional Offices: 7 World Trade Center, 13th Floor, New York, NY 10048; and Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. Such material can also be inspected at the New York Stock Exchange, on which certain of the Company's debt securities are listed. Copies can be obtained from the SEC by mail at prescribed rates. Requests should be directed to the SEC's Public

Reference Branch, Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, DC 20549.

The Company has filed with the SEC a Registration Statement on Form S-3 (together with all amendments and exhibits thereto, the "Registration Statement") under the Securities Act of 1933, as amended ("Securities Act"). This Prospectus does not contain all of the information set forth in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the SEC. For further information, reference is made to the Registration Statement.

INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents have been filed by the Company with the SEC (File No. 1-3488) and are incorporated herein by reference:

(1) The Company's Annual Report on Form 10-K for the year ended December 31, 1992.

(2) The Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 1993.

(3) The Company's Current Report on Form 8-K dated February 25, 1993.

ALL DOCUMENTS SUBSEQUENTLY FILED PURSUANT TO SECTION 13(A), 13(C), 14 OR 15(D) OF THE EXCHANGE ACT, AND PRIOR TO THE TERMINATION OF THE OFFERING OF THE SECURITIES, SHALL BE DEEMED TO BE INCORPORATED BY REFERENCE IN THIS PROSPECTUS AND TO BE A PART HEREOF FROM THE DATE OF FILING OF SUCH DOCUMENTS. ANY STATEMENT CONTAINED IN A DOCUMENT INCORPORATED OR DEEMED TO BE INCORPORATED BY REFERENCE HEREIN SHALL BE DEEMED TO BE MODIFIED OR SUPERSEDED FOR PURPOSES OF THIS PROSPECTUS TO THE EXTENT THAT A STATEMENT CONTAINED HEREIN OR IN ANY OTHER SUBSEQUENTLY FILED DOCUMENT WHICH ALSO IS OR IS DEEMED TO BE INCORPORATED BY REFERENCE HEREIN MODIFIES OR SUPERSEDES SUCH STATEMENT. ANY SUCH STATEMENT SO MODIFIED OR SUPERSEDED SHALL NOT BE DEEMED, EXCEPT AS SO MODIFIED OR SUPERSEDED, TO CONSTITUTE A PART OF THIS PROSPECTUS.

COPIES OF THE ABOVE DOCUMENTS (EXCLUDING EXHIBITS TO SUCH DOCUMENTS, UNLESS SUCH EXHIBITS ARE SPECIFICALLY INCORPORATED BY REFERENCE THEREIN) MAY BE OBTAINED UPON WRITTEN OR ORAL REQUEST WITHOUT CHARGE BY EACH PERSON, INCLUDING ANY BENEFICIAL OWNER OF ANY SECURITY, TO WHOM THIS PROSPECTUS IS DELIVERED, FROM THE CONTROLLER AND TREASURER, NEW JERSEY BELL TELEPHONE COMPANY, 540 BROAD STREET, NEWARK, NJ 07101 (TELEPHONE NUMBER 201 649-9900).

THE COMPANY

The Company, incorporated in 1904 under the laws of the State of New Jersey, has its principal executive offices at 540 Broad Street, Newark, New Jersey 07101 (telephone number 201 649-9900).

The Company is engaged in the business of providing telecommunications services in New Jersey. Since January 1, 1984, the Company has been a wholly owned subsidiary of Bell Atlantic Corporation ("Bell Atlantic"), one of the seven regional holding companies formed by American Telephone and Telegraph Company ("AT&T") in connection with the court-approved divestiture by AT&T of certain portions of its 22 wholly owned operating telephone companies.

USE OF PROCEEDS

The net proceeds from the sale of the Securities will be used for general corporate purposes, which may include the redemption or repurchase of long-term debt, the repayment of short-term debt of the Company, and the provision of funds for construction, expansion and improvement of the Company's plant and facilities.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the ratios of earnings to fixed charges of the Company for the periods indicated. The ratios of earnings to fixed charges for the years ended December 31, 1988-92 have been derived from audited financial statements and the ratio for the three months ended March 31, 1993 has been derived from unaudited financial statements.

	THREE MONTHS ENDED MARCH 31, 1993	YEARS ENDED DECEMBER 31,				
	-----	-----	-----	-----	-----	-----
		1992	1991	1990	1989	1988
		----	----	----	----	----
Ratio of Earnings to Fixed Charges*...	6.70	5.75	5.22	5.49	4.82	4.61

*For the purpose of this ratio, earnings have been calculated by adding fixed charges and income taxes to net income for the years ended December 31, 1988-1990 and 1992 and for the three months ended March 31, 1993. For the year ended December 31, 1991 earnings have been calculated by adding fixed charges, income taxes and cumulative effect of change in accounting principle to net income. Fixed charges

consist of total interest expense on debt and capital lease obligations and the portion of rent expense assumed to represent interest.

DESCRIPTION OF SECURITIES

The following description sets forth certain general terms and provisions of the Securities to which any Prospectus Supplement may relate. The particular terms and provisions of the series of Securities offered by a Prospectus Supplement, and the extent to which such general terms and provisions described below may apply thereto, will be described in the Prospectus Supplement relating to such series of Securities.

The Securities are to be issued under an Indenture to be entered into between the Company and First Fidelity Bank, National Association, New Jersey, Trustee ("Trustee"). The following summaries of certain provisions of the Securities and the Indenture do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all provisions of the Indenture, including the definition therein of certain terms. Particular sections of the Indenture which are relevant to the discussion are cited parenthetically. Wherever particular sections or defined terms of the Indenture are referred to, it is intended that such sections or defined terms shall be incorporated herein by reference.

EVENT RISKS

The Indenture contains no provisions designed to shield holders of Securities from the risk of capital restructuring or highly leveraged transactions, although certain characteristics of the Securities, and provisions of the Indenture, may offer holders of Securities certain protection in the event of such a transaction. The Securities will be unsecured and unsubordinated indebtedness of the Company and will rank on a parity with the Company's other unsecured and unsubordinated indebtedness. Consequently, the Company will not grant priority over the Securities to debt held by any other creditor without the prior consent of holders of the Securities in accordance with the Indenture. The Indenture contains a covenant by the Company (see "Lien on Assets") requiring the Company to ratably secure the Securities in the event that, with certain exceptions, the Company mortgages, pledges or subjects to a lien its property or assets, thereby giving holders of Securities certain protection against the Company's granting of security to other creditors. Under existing law, issuances of long-term debt securities by the Company require state regulatory approval. In addition, all of the common stock of the Company is held by Bell Atlantic.

GENERAL

The Indenture does not limit the amount of Securities which can be issued thereunder and additional debt securities may be issued thereunder up to the aggregate principal amount which may be authorized from time to time by, or pursuant to a resolution of, the Company's Board of Directors or by a supplemental indenture (Sections 2.01, 2.02 and 2.03). Reference is made to the Prospectus Supplement for the following terms of the particular series of Securities being offered hereby: (i) the title of the Securities of the series; (ii) any limit upon the aggregate principal amount of the Securities of the series; (iii) the date or dates on which the principal of the Securities of the series will be payable; (iv) the rate or rates (or manner of calculation thereof), if any, at which the Securities of the series will bear interest, the date or dates from which any such interest will accrue and on which such interest will be payable, and, with respect to Securities of the series in registered form, the record date for the interest payable on any interest payment date; (v) the place or places where the principal of and interest, if any, on the Securities of the series will be payable; (vi) any redemption or sinking fund provisions; (vii) if other than the principal amount thereof, the portion of the principal amount of Securities of the series which will be payable upon declaration of acceleration of the maturity thereof; (viii) whether the Securities of the series will be issuable in registered or bearer form or both, any restrictions applicable to the offer, sale or delivery of Securities in bearer form ("bearer Securities") and whether and the terms upon which bearer Securities will be exchangeable for Securities in registered form ("registered Securities") and vice versa; (ix) whether and under what circumstances the Company will pay additional amounts on the Securities of the series held by a person who is not a U.S. person (as defined below) in respect of taxes or similar charges withheld or deducted and, if so, whether the Company will have the option to redeem such Securities rather than pay such additional amounts; (x) the currency or currencies, which may be a composite currency such as the European Currency Unit, of payment of principal of and premium, if any, and interest on the Securities, if other than U.S. dollars; (xi) the extent to which any Securities will be issuable in temporary or permanent global form, and the manner in which any payments on a temporary or permanent global Security will be made; and (xii) any additional provisions or other special terms not inconsistent with the provisions of the Indenture, as supplemented from time to time, including any terms which may be required by or advisable under United States laws or regulations or advisable in connection with the marketing of Securities of such series. To the extent not described herein, principal and interest, if any, will be payable, and the Securities of a particular series will be transferable, in the manner described in the Prospectus Supplement relating to such series. "Principal" when used herein includes, when appropriate, the premium, if any, on the Securities.

Each series of Securities will constitute unsecured and unsubordinated indebtedness of the Company and will rank on a parity with the Company's other unsecured and unsubordinated indebtedness.

Under the terms of the Indenture, Securities of any series may be issued as registered Securities or bearer Securities or both as specified in the terms of the series (Section 2.01). Unless otherwise indicated in the Prospectus Supplement, Securities will be issued in denominations of \$1,000 and integral multiples thereof and bearer Securities will not be offered, sold, resold or delivered to U.S. persons in connection

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with their original issuance. For purposes of this Prospectus, "U.S. person" means a citizen, national or resident of the United States, a corporation, partnership or other entity created or organized in or under the laws of the United States or any political subdivision thereof, or an estate or trust whose income from sources without the United States is includible in gross income for United States federal income tax purposes regardless of its connection with the conduct of a trade or business within the United States.

To the extent set forth in the Prospectus Supplement, except in special circumstances set forth in the Indenture, interest on bearer Securities will be payable only against presentation and surrender of the coupons for the interest installments evidenced thereby as they mature at a paying agency of the Company located outside of the United States and its possessions (Section 2.05(c)). The Company will maintain such an agency for a period of two years after the principal of such bearer Securities has become due and payable. During any period thereafter for which it is necessary in order to conform to United States tax law or regulations, the Company will maintain a paying agent outside the United States and its possessions to which the bearer Securities and coupons related thereto may be presented for payment and will provide the necessary funds therefor to such paying agent upon reasonable notice (Section 2.04).

Bearer Securities and the coupons related thereto will be transferable by delivery (Section 2.08(e)).

If appropriate, federal income tax consequences applicable to a series of Securities will be described in the Prospectus Supplement relating thereto.

EXCHANGE OF SECURITIES

Registered Securities may be exchanged for an equal aggregate

principal amount of registered Securities of the same series and date of maturity in such authorized denominations as may be requested upon surrender of the registered Securities at an agency of the Company maintained for such purpose and upon fulfillment of all other requirements of such agent (Section 2.08(a)).

To the extent permitted by the terms of a series of Securities authorized to be issued in registered form and bearer form, bearer Securities may be exchanged for an equal aggregate principal amount of registered or bearer Securities of the same series and date of maturity in such authorized denominations as may be requested upon surrender of the bearer Securities with all unpaid coupons relating thereto at an agency of the Company maintained for such purpose and upon fulfillment of all other requirements of such agent (Section 2.08(b)). As of the date of this Prospectus, temporary United States Treasury regulations do not permit exchanges of registered Securities for bearer Securities and, unless such regulations are modified, the terms of a series of Securities will not permit registered Securities to be exchanged for bearer Securities.

LIEN ON ASSETS

The Company covenants in the Indenture that, if at any time the Company mortgages, pledges or otherwise subjects to any lien the whole or any part of any property or assets now owned or hereafter acquired by it, except as hereinafter provided, the Company will secure the outstanding Securities, and any other obligations of the Company which may then be outstanding and entitled to the benefit of a covenant similar in effect to this covenant, equally and ratably with the indebtedness or obligations secured by such mortgage, pledge or lien, for as long as any such indebtedness or obligation is so secured. This covenant does not apply to the creation, extension, renewal or refunding of purchase-money mortgages or liens, or other liens to which any property or asset acquired by the Company is subject as of the date of its acquisition by the Company, or to the making of any deposit or pledge to secure public or statutory obligations or with any governmental agency at any time required by law in order to qualify the Company to conduct its business or any part thereof or in order to entitle it to maintain self-insurance or to obtain the benefits of any law relating to workmen's compensation, unemployment insurance, old age pensions or other social security, or with any court, board, commission or governmental agency as security incident to the proper conduct of any proceeding before it. Nothing contained in the Indenture prevents a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Company from mortgaging, pledging or subjecting to any lien any property or assets, whether or not acquired from the Company (Section 4.02).

AMENDMENT AND WAIVER

Subject to certain exceptions, the Indenture or the Securities may be amended or supplemented by the Company and the Trustee with the consent of the holders of a majority in principal amount of the outstanding Securities of each series affected by the amendment or supplement (with each series voting as a class), or compliance with any provision may be waived with the consent of the holders of a majority in principal amount of the outstanding Securities of each series affected by such waiver (with each series voting as a class). However, without the consent of each Securityholder affected, an amendment or waiver may not (i) reduce the amount of Securities whose holders must consent to an amendment or waiver; (ii) change the rate of or change the time for payment of interest on any Security; (iii) change the principal of or change the fixed maturity of any Security; (iv) waive a default in the payment of the principal of or interest on any Security; (v) make any Security payable in money other than that stated in the Security; or (vi) impair the right to institute suit for the enforcement of any payment on or with respect to any Securities (Section 9.02). The Indenture may be amended or supplemented without the consent of any Securityholder (i) to cure any ambiguity, defect or inconsistency in the Indenture or in the Securities of any series; (ii) to provide for the assumption of all the obligations of the Company under the Securities and any coupons related thereto and the Indenture by any corporation in connection with a merger, consolidation, transfer or lease of the Company's property and assets substantially as an entirety, as provided for in the Indenture; (iii) to provide for uncertificated Securities in addition to or in place of certificated Securities; (iv) to make any change that does not adversely affect the rights of any Securityholder; (v) to provide for the issuance of and establish the form and terms and conditions of a series of Securities or to establish the form of any certifications required to be furnished pursuant to the terms of the Indenture or any series of Securities; or (vi) to add to rights of Securityholders (Section 9.01).

SUCCESSOR ENTITY

The Company may not consolidate with or merge into, or transfer or lease its property and assets substantially as an entirety to, another entity unless the successor entity is a corporation and assumes all the obligations of the Company under the Securities and any coupons related thereto and the Indenture and, after giving effect thereto, no default under the Indenture shall have occurred and be continuing. Thereafter, except in the case of a lease, all such obligations of the Company shall terminate (Section 5.01).

DEPOSIT OF MONEY OR GOVERNMENT OBLIGATIONS TO PAY SECURITIES

The Company has the right to terminate certain of its obligations

under the Securities and the Indenture with respect to the Securities of any series or any installment of principal of or interest on the Securities of that series if the Company deposits with the Trustee, in trust for the benefit of the holders of the Securities of that series, money or obligations of the United States of America sufficient to pay, when due, principal and interest on the Securities of that series to maturity or redemption or such installment of principal or interest, as the case may be. In such event, however, the Company's obligation to pay the principal of and interest on the Securities shall survive (Section 8.01).

EVENTS OF DEFAULT

The following events are defined in the Indenture as "Events of Default" with respect to a series of Securities: (i) default in the payment of interest on any Security of such series for 90 days; (ii) default in the payment of the principal of any Security of such series; (iii) failure by the Company for 90 days after notice to it to comply with any of its other agreements in the Securities of such series, in the Indenture or in any supplemental indenture under which the Securities of that series may have been issued; and (iv) certain events of bankruptcy or insolvency (Section 6.01). If an Event of Default occurs with respect to the Securities of any series and is continuing, the Trustee or the holders of at least 25% in principal amount of all of the outstanding Securities of that series may declare the principal (or, if the Securities of that series are original issue discount Securities, such portion of the principal amount as may be specified in the terms of that series) of all the Securities of that series to be due and payable. Upon such declaration, such principal (or, in the case of original issue discount Securities, such specified amount) and all accrued interest thereon shall be due and payable immediately (Section 6.02).

Securityholders may not enforce the Indenture or the Securities, except as provided in the Indenture (Section 6.06). The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Securities (Section 7.01(e)). Subject to certain limitations, holders of a majority in principal amount of the Securities of each series affected (with each series voting as a class) may direct the Trustee in its exercise of any trust power (Section 6.05). The Trustee may withhold from Securityholders notice of any continuing default (except a default in payment of principal or interest) if it determines that withholding notice is in their interests (Section 7.05). The Company is not required under the Indenture to furnish any periodic evidence as to the absence of default or as to compliance with the terms of the Indenture, except for a certificate to be delivered to the Trustee not less than annually (Section 4.03(d)).

CONCERNING THE TRUSTEE

The Company maintains banking relationships in the ordinary course of business with the Trustee. The Trustee also serves as trustee under indentures between the Company and the Trustee relating to the Company's Ten Year 7-1/4% Debentures, due June 1, 2002, Forty Year 6-5/8% Debentures, due April 1, 2008, Forty Year 7-3/8% Debentures, due June 1, 2012, Thirty Year 8% Debentures, due June 1, 2022 and Thirty Year 7-1/4% Debentures, due March 1, 2023.

PLAN OF DISTRIBUTION

The Company may sell the Securities being offered hereby: (i) directly to purchasers, (ii) through agents, (iii) through underwriters, (iv) through dealers or (v) through a combination of any such methods of sale.

The distribution of the Securities may be effected from time to time in one or more transactions through competitive bidding or otherwise either (i) at a fixed price or prices, which may be changed, or (ii) at market prices prevailing at the time of sale, or (iii) at prices related to such prevailing market prices, or (iv) at negotiated prices.

Offers to purchase Securities may be solicited directly by the Company or by agents designated by the Company from time to time. Any such agent, which may be deemed to be an underwriter as that term is defined in the Securities Act, involved in the offer or sale of the Securities in respect of which this Prospectus is delivered will be named, and any commissions payable by the Company to such agent will be set forth, in the Prospectus Supplement. Unless otherwise indicated in the Prospectus Supplement, any such agent will be acting on a best efforts basis. Agents may be customers of, engage in transactions with or perform services for the Company in the ordinary course of business.

If an underwriter or underwriters are utilized in the sale, the Company will execute an underwriting agreement with such underwriters at the time of sale to them and the names of the underwriters and the terms of the transaction will be set forth in the Prospectus Supplement, which will be used by the underwriters to make resales of the Securities in respect of which this Prospectus is delivered to the public.

If a dealer is utilized in the sale of the Securities in respect of which this Prospectus is delivered, the Company will sell such Securities to the dealer, as principal. The dealer may then resell such Securities to the public at varying prices to be determined by such dealer at the time of resale.

Underwriters, dealers, agents and other persons may be entitled, under agreements which may be entered into with the Company, to indemnification against certain civil liabilities, including liabilities under the Securities Act.

If so indicated in the Prospectus Supplement, the Company will authorize agents and underwriters to solicit offers by certain institutions to purchase Securities from the Company at the public offering price set forth in the Prospectus Supplement pursuant to Delayed Delivery Contracts ("Contracts") providing for payment and delivery on the date stated in the Prospectus Supplement. Each Contract will be for an amount not less than, and, unless the Company otherwise agrees, the aggregate principal amount of Securities sold pursuant to Contracts shall be not less nor more than, the respective amounts stated in the Prospectus Supplement. Institutions with whom Contracts, when authorized, may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and

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charitable institutions and other institutions, but shall in all cases be subject to the approval of the Company. Contracts will not be subject to any conditions except that the purchase by an institution of the Securities covered by its Contract shall not at the time of delivery be prohibited under the laws of any jurisdiction in the United States to which such institution is subject. A commission indicated in the Prospectus Supplement will be paid to underwriters and agents soliciting purchases of Securities pursuant to Contracts accepted by the Company.

The place and time of delivery for the Securities in respect of which this Prospectus is delivered are set forth in the accompanying Prospectus Supplement.

LEGAL OPINIONS

Certain legal matters relating to the Securities offered hereby will be passed on for the Company by Leslie A. Vial, Vice President, General Counsel and Secretary of the Company and for the underwriter by Drinker Biddle & Reath. Such firm from time to time acts as counsel in certain matters for Bell Atlantic and certain of its subsidiaries. As of June 30, 1993, Ms. Vial owned beneficially and had options to acquire approximately 3,800 shares of the Common Stock of Bell Atlantic. As of that date, Ms. Vial also had 1,497 shares credited to her account under the Bell Atlantic Savings Plan for Salaried Employees.

Drinker Biddle & Reath will rely on the opinion of Stryker, Tams &

Dill as to matters of New Jersey law.

EXPERTS

The financial statements and financial statement schedules of the Company included in the Company's Annual Report on Form 10-K for the year ended December 31, 1992 are incorporated herein by reference in reliance on the report of Coopers & Lybrand, independent accountants, which is also incorporated herein by reference, given upon the authority of that firm as experts in accounting and auditing.