

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 28, day of February, 2001, pursuant to Section 251 of the General Corporation Law of the State of Delaware, between Qwest Communications Corporation, a Delaware corporation, and LCI International Telecom Corp., a Delaware corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation.

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Qwest Communications Corporation hereby merges into itself LCI International Telecom Corp. and said LCI International Telecom Corp., shall be, and hereby is, merged into Qwest Communications Corporation, which shall be the surviving corporation.

SECOND: The Restated Certificate of Incorporation of Qwest Communications Corporation as heretofore amended and as in effect on the date of the merger shall continue in force as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into shares or other securities of the surviving corporation shall be as follows:

(a) Each share of capital stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

(b) Each share of capital stock of the merged corporation, which shall be outstanding on the effective date of this Agreement and all rights in respect thereto shall forthwith be cancelled. In consideration therefor, Qwest Communications Corporation shall issue to LCI International, Inc., the sole stockholder of LCI International Telecom Corp., upon the effective date of this merger, a demand promissory note in an amount equal to the fair market value of the assets of LCI International Telecom Corp. at the time of the merger as determined by an independent appraiser agreed upon by the parties, or if the parties cannot agree, as determined by KPMG LLP.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation, as they shall exist on the effective date of this Agreement, shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon the filing of this Agreement with the Secretary of State of the State of Delaware, which filing is conditioned upon the prior approval of the Application for Approval of *Pro Forma* Corporate Restructuring by the relevant state public service commissions and boards.

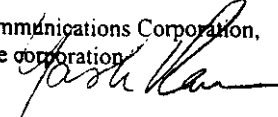
(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporations as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized, in the name of the merged corporation or otherwise, to take any and all such action.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the time that this Agreement filed with the Secretary of State becomes effective. This Agreement may be amended by the Board of Directors of the constituent corporations at any time prior to the time that this Agreement filed with the Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for, or on conversion of, all or any of the shares of any class or series thereof such constituent corporation, (b) alter or change any term of the Restated Certificate of Incorporation of the surviving corporation to be effected by the merger, or (c) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.


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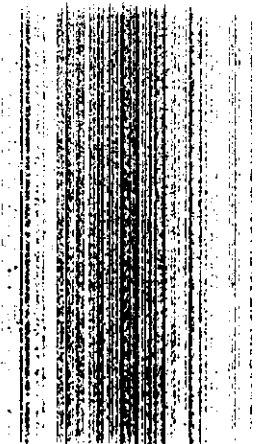
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the Associate General Counsel and Assistant Secretary of each party hereto as the respective act, deed and agreement of said corporations on this 28 day of February, 2001.

Qwest Communications Corporation,
a Delaware corporation

By: 
Name: Yash A. Rana
Its: Associate General Counsel and Assistant Secretary

LCI International Telecom Corp.,
a Colorado corporation

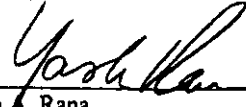
By: 
Name: Yash A. Rana
Its: Associate General Counsel and Assistant Secretary



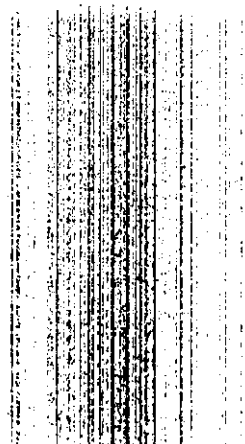
Certificate of the Assistant Secretary
of
Qwest Communications Corporation

I, Yash A. Rana, Assistant Secretary of Qwest Communications Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of LCI International Telecom Corp., a corporation organized and existing under the laws of the State of Delaware, was duly adopted pursuant to section 228 of Title 8 of the Delaware Code by the written consent of the sole stockholder of Qwest Communications Corporation, which Agreement of Merger was thereby adopted as the act of the sole stockholder of said Qwest Communications Corporation and the duly adopted agreement and act of the said corporation.

WITNESS, my hand on this 28 day of
February, 2001.



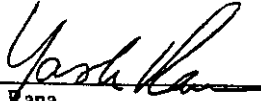
Yash A. Rana,
Assistant Secretary



Certificate of the Assistant Secretary
of
LCI International Telecom Corp.

I, Yash A. Rana, Assistant Secretary of LCI International Telecom Corp., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Qwest Communications Corporation, a corporation organized and existing under the laws of the State of Delaware, was duly adopted pursuant to section 228 of Title 8 of the Delaware Code by the written consent of the sole stockholder of LCI International Telecom Corp., which Agreement of Merger was thereby adopted as the act of the sole stockholder of said LCI International Telecom Corp. and the duly adopted agreement and act of the said corporation.

WITNESS, my hand on this 28 day of
February, 2001.



Yash A. Rana,
Assistant Secretary