

AMENDMENT

This Amendment is entered into this the 24th day of June, 1997 by and between LCI International Telecom Corp. (the "Contractor") and the State of Ohio, Department of Administrative Services (the "State") and amends the contract for Synchronous Optical Network (SONET) Infrastructure dated February 16, 1996 ("Agreement").

The parties hereto hereby amend the Agreement as follows:

Appendix 3 is modified to include the following equipment and costs associated with an upgrade of the existing LCI State of Ohio bypass to an OC48 SONET service. This service is to be provided as a linear system, which will be upgraded to a ring, if LCI obtains access to the City of Columbus's fiber necessary to complete the ring. The fiber maintenance fee for the linear system will be \$770 per month and will be increased to \$1540 per month upon completion of the ring. There will be a one-time upgrade charge to convert the linear system to a ring which will be \$4,620.

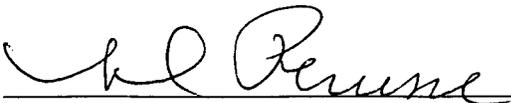
item	Qty	Description	Unit Price	Total Price
1.0	4	S/DMS Transport Node OC48 OC-48 BLSR ADM (Equipped for 2 OC3s & 6 DS3s) OC-48 Primary or Backup OPC (One primary and One Backup required per ring) Recommended OC-48 Spares (One Set per Ring)	*	\$ 604,413
2.0	2	S/DMS Transport Node OC3 Express OC-3 Express (Equipped with 84 DS1's) Recommended OC-3 Express Spares (1 set per site)	*	\$73,104
		TOTAL EQUIPMENT CHARGES		\$6 77,517
		INSTALLATION CHARGE (20% of Equipment Cost)		\$ 135,503
		ANNUAL EQUIPMENT MAINTENANCE FEE (5% of Equipment Cost) (Starting in Year 2)		\$ 33,876
		Fiber Maintenance Fee \$770 per month		8 770
. See attached equipment detail list				

The State shall pay the Total Equipment Charges upon delivery of the Equipment, the Installation Charge upon installation of the Equipment and the Annual Equipment Maintenance Fee starting on the first anniversary of the installation of the Equipment and each anniversary thereafter. The State shall obtain title to the Equipment upon expiration of the Agreement.

All other terms and conditions of the Agreement shall remain unchanged.

LCI INTERNATIONAL TELECOM CORP.

**STATE OF OHIO BY THE DEPARTMENT
OF ADMINISTRATIVE SERVICES**

BY: 

BY: 

TITLE: VP, Network Engineering

TITLE: 

DATE: June 13, 1997

DATE: 6/24/97