Amendment No. _____ to the Interconnection Agreement
Between Eschelon Telecom, Inc.
and Qwest Corporation
in the State of _WASHINGTON_

This Amendment No. _ ("Amendment") is made and entered into by and between Eschelon Telecom, Inc. ("Eschelon") and Qwest Corporation, formerly U S WEST Communications, Inc. ("Qwest"). Eschelon and Qwest may be referenced through this Amendment as the "Parties."

Recitals

WHEREAS, Eschelon and Qwest entered into that certain Interconnection Agreement for service in the state of _Washington_ , which was approved by _Commission_ on _2-24-00_ (the "Agreement"); and

WHEREAS, Eschelon and Qwest wish to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, the Parties agree to the following:

Amendment

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Amendment Purpose.**

This Amendment is for the purpose of amending the monthly recurring charges provided in connection with the Unbundled Network Element Platform ("UNE-P") and the features available on a flat-rated basis with UNE-P.

2. **Amendment Terms**

The Agreement is amended by adding the following paragraphs:

2.1   The rates and features attached to Attachment 3.2 to the Interconnection Agreement Amendment Terms between Qwest and Eschelon, dated November 15, 2000, are deleted and replaced with rates and features attached hereto.

2.2   <u>Basis for Charges.</u> Eschelon has provided to Qwest forecasts of Eschelon's feature usage. That feature usage reflects Eschelon's anticipated demand for its specific product offerings, such as Eschelon Advantage, and the nature of Eschelon's customer base, which includes small to medium business customers in several of Qwest's markets. The features included in the flat-rated UNE-P Business recurring rates reflect Eschelon's current and projected feature

ATTACHMENT A

_1_

usage. If actual usage changes materially, the Parties agree to negotiate in good faith any changes in the rate necessary to account for such change. As part of this Amendment and based on Eschelon's customer profile and anticipated feature usage, Eschelon may purchase Advanced Intelligent Network ("AIN") features to be placed on UNE-P at retail rates not to exceed commission approved rates, including recurring and non-recurring charges, if any.

3.   Effective Date

This Amendment shall be deemed effective upon approval by the _Washington_ Commission; however, the Parties agree to implement the provisions of this Amendment effective on July 1, 2001.

4.   Further Amendments

Except as provided in this Amendment, the provisions of the Agreement (as previously amended) shall remain in full force and effect. Except as provided in the Agreement, this Amendment may be further amended or altered only by a written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Eschelon Telecom, Inc.
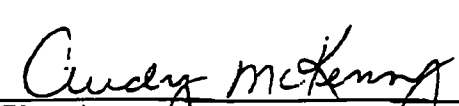
_____
Signature

Richard A Smith
Name Printed/Typed

President and COD
Title

July 31, 2001
Date

Qwest Corporation

_____
Signature

Audrey McKenney
Name Printed/Typed

SUP - Wholesale MKts
Title

July 31, 2001
Date

2.

AMENDED ATTACHMENT 3.2

PRICES FOR OFFERING

STATE	PLATFORM RECURRING	ADDITIONAL CHARGE FOR EACH 50 MINUTE INCREMENT > 525 ORIGNATING LOCAL MOU/MONTH PER LINE
AZ	31.15	0.280
CO	34.35	0.295
ID	33.50	0.295
MN	27.35	0.205
ND	28.65	0.260
NE	36.30	0.300
NM	27.50	0.140
OR	27.25	0.170
UT	22.95	0.270
WA	24.35	0.195

Exhibit A sets forth features that are included in the flat-rated UNE-P Business Recurring Rate, in all forms of those features (except as part of an enhanced service).

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EXHIBIT A

- Features Available On Various Service Platforms And Included In The Flat Rated UNE-P Business Recurring Charge (except as noted below)

	1FB POTS	1FB POTS w/CCMS	CTX21	Centron	Centrex *
Call Hold (Hard)		X	X	X	X
Consultation Hold (Soft)		X	X	X	X
Call Transfer	X	X	X	X	X
3-way Calling	X	X	X	X	X
Call Pickup (Group and Station)		X	X	X	X
Call Waiting/Cancel Call Waiting	X	X	X	X	X
Distinctive Ring	X	X	X	X	X
Speed Call Long - Customer Change	X	X	X	X	X
Station Dial Conferencing (6-way)		X	X	X	X
Call Fwd Busy Line	X	X	X	X	X
Call Fwd Busy Line Expanded	X	X	X	X	X
Call Fwd Busy Line / Don't Answer	X	X	X	X	X
Call Fwd Don't Answer	X	X	X	X	X
Call Fwd Busy (External) Don't Answer	X	X	X	X	X
Call Fwd Busy (Overflow) Don't Answer	X	X.	X	X	X
Call Fwd Busy External	X	X	X	X	X
Call Fwd Variable	X	X	X	X	X
Call Park			X	X	X*
MWI A/V	X	X	X	X	X
Centrex Management System (CMS)				X	X
Station Message Detail Recording (SMDR)				X	X
Hunting	X	X	X	X	X
Individual Line Billing	X	X	X	X	X
Intercept	X	X	X	X	X
Intrasystem Calling				X	X
Intercom				X	X
Night Service				X	X
Outgoing Trunk Queing				X	X
Line Restrictions**				X	X
Touch Tone	X	X	X	X	X
AIOD	X	X	X	X	X
Dial 0				X	X
DID				X	X
DOD				X	X
Automatic Call Back Ring Again				X	X
Executive Busy Override				X	X*
Last Number Redial				X	X*
Make Set Busy				X	X
Network Speed Call				X	X*

	1FB POTS	1FB POTS w/CCMS	CTX21	Centron	Centrex *
Collect & 3rd Party Block	X	X	X	X	X
Custom Ringing	X	X	X	X	X
3-Way Call Blocking	X				

	1FB POTS	1FB POTS w/CCMS	CTX21	Centron	Centrex *
Business Complete a Call	X	X	X	X	X
Complete A Call Block	X	X	X	X	X

CLASS

	1FB POTS	1FB POTS w/CCMS	CTX21	Centron	Centrex *
Anonymous Call Rejection	X	X	X	X	X
Call # Delivery Blocking (CID Blocking)	X	X	X	X	X
Call Trace Blocking	X	X	X	X	X
CID # only	X	X	X	X	X
CID Name & Number	X	X	X	X	X
CID on CW	X	X	X	X	X
Continuous Redial	X	X	X	X	X
Continuous Redial Blocking	X	X	X	X	X
Last Call Return	X	X	X	X	X
Last Call Return Blocking	X	X	X	X	X
Priority Calling	X	X	X	X	X
Selective Call Forwarding	X	X	X	X	X
Selective Call Rejection	X	X	X	X	X

Listings

	1FB POTS	1FB POTS w/CCMS	CTX21	Centron	Centrex *
Primary Listing	X	X	X	X	X
Additional Listing (CLT)	X	X	X	X	X
Foreign Directory Listing (FAL)	X	X	X	X	X
If No Answer Listing (FNA)	X	X	X	X	X
Joint User Listing (JUL)	X	X	X	X	X
Non Listing No Change (NLE)	X	X	X	X	X
Non Listing (NLT)	X	X	X	X	X
Non Published No Change (NP3)	X	X	X	X	X
Non Published (NPU)	X	X	X	X	X
Extra Line Listing (XLL)	X	X	X	X	X
Charge Listing, Business Client (LBS)	X	X	X	X	X

The Following Are Available At Retail Rates Not to Exceed Commission Approved Rates

AIN @ Retail

	1FB POTS	1FB POTS w/CCMS	CTX21	Centron	Centrex *
Remote Access Forwarding (AFD)	X*	X	X	X	X
Scheduled Forwarding (ATF)	X	X	X	X	X
Dial Lock (OCA)	X	X	X	X	X
Do Not Disturb (DT)	X	X	X	X	X

*New features that require special assembly will be assessed a one-time, cost-based special assembly charge not to exceed commission approved rates.
**Existing quantities are grandparented. New quantities will be billed at appropriate rates.

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