

**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 Basis for Charges. 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