

Bridge Agreement Until New Interconnection Agreements Are Approved

This Bridge Agreement is entered into between Qwest Corporation ("Qwest") and Eschelon Telecom, Inc., on behalf of itself and its affiliates ("CLEC"). Qwest and CLEC are referred to separately as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Federal Communications Commission ("FCC") issued its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand (Triennial Review Remand Order)*(FCC 04-290) ("TRRO"), effective March 11, 2005; and

WHEREAS, the Parties have been in negotiations for replacement interconnection agreements ("ICAs") since before the TRRO was issued; and

WHEREAS, the Parties elect to address the changes of law as part of their new ICAs for each state (Arizona, Colorado, Minnesota, Oregon, Utah, and Washington) ("new ICAs") and not as an amendment to the existing ICAs between Qwest and CLEC for each such state ("existing ICAs"); and

WHEREAS, the Parties have mutually agreed to extensions of time for negotiations and any arbitration of their new ICAs that extend beyond certain dates identified in the TRRO, such that the Parties desire an agreement to bridge the time period between such dates in those orders and approval of their new ICAs; and

WHEREAS, the Parties have agreed in negotiations to incorporate the terms of the Bill and Keep and LIS Trunking amendments into the new ICAs to allow the terms of those amendments to continue beyond December 31, 2005.

AGREEMENT

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

1. Expeditious Implementation

The Parties will work together upon Commission approvals of the new ICAs to expeditiously implement the provisions of the new ICAs, including provisions relating to transition periods described below in Sections 2.1.1 and 2.1.2 and conversion to alternative services.

2. Billing

- 2.1 Transitional periods for conversion of certain Unbundled Network Elements (“UNEs”) and the rates applicable during those transitional periods will be set forth in the new ICAs and will be consistent with this Bridge Agreement and the TRRO. After commission approval of the new ICAs, Qwest shall back bill, and Eschelon shall pay, the rate increases set forth in the TRRO and described below retroactive to March 11, 2005 (or a later date, if a UNE became unavailable after that date), for existing non-impaired DS1 loop and transport, and DS3 loop and transport, including dark fiber, as described below and pursuant to the new ICAs. Such back billing shall not be subject to billing measurements and penalties (as may be identified in the new ICAs) on the grounds that such back billing was not implemented earlier than approval of the new ICAs. In the event of a conflict between the time period for back billing between the new ICAs and this Bridge Agreement, the time periods in Sections 2.1 and 2.2 apply. Specifically, the Parties agree to the following provisions:

2.1.1 For a 12-month period beginning on March 11, 2005, any DS1 loop UNEs, DS3 loop UNEs, DS1 dedicated transport UNEs, and DS3 dedicated transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

2.1.2 For an 18-month period beginning on March 11, 2005, any dark fiber loop UNEs and dark fiber dedicated transport UNEs that CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

- 2.2 After commission approval of the new ICAs, Qwest shall back bill retroactive to March 11, 2006 (or a later date, if a UNE became unavailable after that date) and Eschelon agrees to pay Qwest pursuant to the new ICAs the difference between the UNE rate(s) and the applicable alternate service rate(s) (such as Special Access service rate(s)) on all loop and transport UNEs that were no longer required to be offered by Qwest as UNEs beginning March 11, 2006 (not including any period after CLEC has disconnected them, if disconnected). In the event of a conflict between the time period for back billing between the new ICAs and this Bridge Agreement, the time periods in Sections 2.1 and 2.2 apply.

3. Bill and Keep and LIS Trunking

- 3.1 The Parties entered into Bill and Keep and LIS Trunking amendments to their existing ICAs in 2001, and those amendments were filed with and approved by the applicable state commissions. The Bill and Keep and LIS Trunking amendments provided that such amendments were in effect from the effective date of the amendments until December 31, 2005. The Parties have agreed in

negotiations to continue the terms of the Bill and Keep and LIS Trunking amendments through the new ICAs, so the terms of those amendments will continue beyond December 31, 2005. The Bill and Keep and LIS Trunking amendments, therefore, will not expire on December 31, 2005 but will remain effective until the new ICAs are approved and become effective.

4. Effective Date

This Bridge Agreement shall be deemed effective upon filing and approval by the appropriate state commissions.

5. Further Amendments

Except as specified herein, the provisions of the existing ICAs shall remain in full force and effect (until such time as the new ICAs become effective). Except as provided in the existing ICAs, this Bridge Agreement may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

6. Entire Agreement

Other than this Bridge Agreement, Qwest and Eschelon have no agreement or understanding, written or oral, relating to the subject matter of this Bridge Agreement.

The Parties intending to be legally bound have executed this Bridge Agreement as of the dates set forth below.

Eschelon Telecom, Inc.

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Interconnection Agreements

Title

Date

Date