

**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USERS**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

**FURNISHED BY
AIRESRING, INC.
WITHIN THE STATE OF COLORADO**

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

TABLE OF CONTENTS

Description

TABLE OF CONTENTS.....	2
CHECK SHEET	3
EXPLANATION OF SYMBOLS.....	4
APPLICATION OF TARIFF.....	5
1.0 - DEFINITIONS.....	6
2.0 - RULES AND REGULATIONS.....	10
3.0 - SERVICE CHARGES	46
4.0 - NETWORK SERVICE DESCRIPTIONS.....	48
5.0 - LOCAL SERVICE RATES.....	58
6.0 - LOW-INCOME TELEPHONE ASSISTANCE PROGRAM.....	92
7.0 - TELECOMMUNICATIONS RELAY SERVICE	94
8.0 - COLORADO HIGH COST SUPPORT MECHANISM.....	95
9.0 - MISCELLANEOUS SERVICES.....	96
10.0 - SPECIAL PROMOTIONS / CONTRACT & ICB.....	101
11.0 - EXCHANGE AREAS.....	102
12.0 - EXCHANGE MAPS	115

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page Number	Revision	Page Number	Revision	Page Number	Revision	Page Number	Revision	Page Number	Revision	Page Number	Revision
1	Original	41	Original	81	Original	121	Original	161	Original	201	Original
2	Original	42	Original	82	Original	122	Original	162	Original	202	Original
3	Original	43	Original	83	Original	123	Original	163	Original	203	Original
4	Original	44	Original	84	Original	124	Original	164	Original	204	Original
5	Original	45	Original	85	Original	125	Original	165	Original	205	Original
6	Original	46	Original	86	Original	126	Original	166	Original	206	Original
7	Original	47	Original	87	Original	127	Original	167	Original	207	Original
8	Original	48	Original	88	Original	128	Original	168	Original	208	Original
9	Original	49	Original	89	Original	129	Original	169	Original	209	Original
10	Original	50	Original	90	Original	130	Original	170	Original	210	Original
11	Original	51	Original	91	Original	131	Original	171	Original	211	Original
12	Original	52	Original	92	Original	132	Original	172	Original	212	Original
13	Original	53	Original	93	Original	133	Original	173	Original	213	Original
14	Original	54	Original	94	Original	134	Original	174	Original	214	Original
15	Original	55	Original	95	Original	135	Original	175	Original	215	Original
16	Original	56	Original	96	Original	136	Original	176	Original	216	Original
17	Original	57	Original	97	Original	137	Original	177	Original	217	Original
18	Original	58	Original	98	Original	138	Original	178	Original	218	Original
19	Original	59	Original	99	Original	139	Original	179	Original	219	Original
20	Original	60	Original	100	Original	140	Original	180	Original	220	Original
21	Original	61	Original	101	Original	141	Original	181	Original	221	Original
22	Original	62	Original	102	Original	142	Original	182	Original	222	Original
23	Original	63	Original	103	Original	143	Original	183	Original	223	Original
24	Original	64	Original	104	Original	144	Original	184	Original	224	Original
25	Original	65	Original	105	Original	145	Original	185	Original	225	Original
26	Original	66	Original	106	Original	146	Original	186	Original	226	Original
27	Original	67	Original	107	Original	147	Original	187	Original	227	Original
28	Original	68	Original	108	Original	148	Original	188	Original	228	Original
29	Original	69	Original	109	Original	149	Original	189	Original	229	Original
30	Original	70	Original	110	Original	150	Original	190	Original	230	Original
31	Original	71	Original	111	Original	151	Original	191	Original	231	Original
32	Original	72	Original	112	Original	152	Original	192	Original	232	Original
33	Original	73	Original	113	Original	153	Original	193	Original	233	Original
34	Original	74	Original	114	Original	154	Original	194	Original	234	Original
35	Original	75	Original	115	Original	155	Original	195	Original		
36	Original	76	Original	116	Original	156	Original	196	Original		
37	Original	77	Original	117	Original	157	Original	197	Original		
38	Original	78	Original	118	Original	158	Original	198	Original		
39	Original	79	Original	119	Original	159	Original	199	Original		
40	Original	80	Original	120	Original	160	Original	200	Original		

Advice Letter No. 1
 Issued by:

Avi Lonstein, President
 Airespring, Inc.
 6060 Sepulveda Blvd.
 Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate and regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Airespring, Inc. to customers within the state of Colorado.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to a carrier's switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - Colorado Public Utilities Commission.

Company or Carrier - Airespring, Inc., unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 1.0 - DEFINITIONS (CONT'D)

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Telcordia.

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 1.0 - DEFINITIONS (CONT'D)

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LEC - Local Exchange Company

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multi-Frequency or ("MF") - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 1.0 - DEFINITIONS (CONT'D)

Service commencement Date - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of a Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Telecommunications Company or Provider - Used throughout this tariff to mean Airespring, Inc. unless clearly indicated otherwise by the text.

TBD - To Be Determined.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Colorado, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon proper notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Colorado without regard for its choice of laws provision.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish optional service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd.)

- (2) the reception of signals by Customer-provided equipment; or
- (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction (Cont'd.)

- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Colorado Commission's regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.5 Customer Deposits and Advance Payments

2.5.2 Deposits

Company shall determine credit worthiness in an equitable and nondiscriminatory manner. The decision to require a deposit shall be based solely on the customer's or applicant's credit history and shall not be based upon location, income level, source of income, occupation, race, creed, sex, national origin, martial status, or number of dependents. The Company shall use the following criteria to determine whether to require a deposit, a guarantee, of other payment as a condition of new or continued service:

(a) Company may require existing customers to make deposits if their payment records show substantial nonpayment for jurisdictional services provided by the Company in any two of the last six months, or three of the last twelve months. A deposit may be required even if such customers have paid a part of the amount owed before the date of service disconnect for nonpayment. The Company must give the customer written notice of the amount of the deposit that is required. The written notice shall inform the customer that the deposit payment must be received in 15 calendar days.

(b) Company may require an existing commercial customer to make a deposit if the Company has reason to believe the customer's credit worthiness is in jeopardy. Company shall keep on file the information or reason for this credit judgement and make the information available to the customer upon request. Unless the Company can reasonably demonstrate that the commercial enterprise is likely to cease operation, information which would lead the Company to change its judgment of the customer's credit worthiness shall be limited to bad debt records or tax liens.

(c) Existing customers may be required by the Company to pay a deposit in full before service is restored whenever the denied service has been disconnected for non-payment of outstanding charges.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits (Cont'd.)

(d) A deposit is not required if the applicant or customer furnishes, to the Company's satisfaction, a third-party guarantor to secure payment of the customer's bills for jurisdictional services provided by the Company. The guarantee must be in writing. The amount of the guarantee cannot exceed the maximum amount of the deposit which would otherwise have been required. The guarantee shall remain in effect until terminated in writing by the guarantor, or until the customer has achieved a satisfactory payment record for jurisdictional services for 12 consecutive months. Company shall terminate the guarantee five working days after receiving the written notice from the guarantor or five working days after the 12 months satisfactory payment record ends.

(e) A deposit is not required if the applicant has been a customer of the Company for a similar type of service within a preceding 12 consecutive month period, and applicant's credit was satisfactory and is not otherwise impaired.

(f) Under special circumstances, the Commission may authorize the Company to waive deposit requirements for certain groups of customers eligible for tariffed discount programs.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits (Cont'd.)

The amount of the deposit which may be required of a customer or applicant for the purpose of establishing credit shall not exceed an amount equal to the charges for 90 days' basic local exchange service and any associated taxes and surcharges.

Any applicant or existing customer who is required by the Company to pay a deposit for jurisdictional services may elect to pay the deposit in full, prior to receiving service, or enter into a written installment agreement for payment of the deposit.

Company shall pay interest at an annual rate of 3.16% on customer deposits in calendar year 2006.

Company shall keep a record of each deposit until the deposit is returned. The record shall show the following:

- (a) The name of each customer making a deposit;
- (b) The premises occupied by the customer when making the deposit and each successive premises occupied while the deposit is retained by the Company;
- (c) The amount and date of making the deposit; and
- (d) A record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.3 Refund of Deposits

Upon discontinuance of service, or when a customer establishes credit by other means, the Company shall promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the jurisdictional services furnished by the Company. A transfer of service from one location to another within the area served by the Company shall not be deemed a discontinuance of service with the Company if the character of the service remains unchanged.

When a deposit, with any associated interest, is applied to the liquidation of unpaid bills, the Company will mail, or otherwise deliver to the customer, a statement showing the amount of the original deposit, plus any accrued interest, the amount of unpaid bills liquidated by the deposit, plus any interest and the balance remaining due either to the customer or the Company.

Unless the Company has obtained sufficient factual information to determine that a customer is an unsatisfactory credit risk, the Company will promptly refund a customer's deposit, plus interest, upon satisfactory payment of all proper charges for 12 consecutive months.

The Company will annually review accounts of customers with deposits and will refund deposits. At the option of the Company, a deposit plus accrued interest may be refunded in whole or in part at any time earlier than the times prescribed the previous paragraph.

In any event, if there is a balance due the customer after service is discontinued and a final bill is rendered by the Company, that balance shall then be due and payable within 10 working days to the customer without demand or notice from the customer. When a refund of the deposit cannot be made on the first attempt, the Company will make a reasonable effort to make the refund.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.3 Refund of Deposits (Cont'd.)

Upon customer request when a deposit is refunded, the Company will render to the depositor a statement showing the amount of the deposit, the period the deposit was held, and the amount of interest refunded.

2.6 Payment Arrangements

2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Colorado Administrative Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Colorado, or both, and are charged to a subscriber's telephone number or account in Colorado.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within at least 15 days after the date of the bill. A Customer's bill is past due if not paid within 30 days of the due date.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

(E) If any portion of the payment is not received by the Company within 30 days of the due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.0% for residential accounts and 1.5% for business accounts per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

(F) A LEC shall postpone discontinuance of basic local exchange service to a residential customer for 60 days from the date of a certificate by a licensed physician which states that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for the customer, a member of his or her family, or other permanent resident on the premises where service is rendered. The customer may receive a single thirty-day extension by providing a second medical certification prior to the expiration of the original sixty-day period. A customer may seek a medical postponement only one in any twelve consecutive months.

This notice or certificate of medical emergency must be in writing and show clearly the name of the person whose illness would be exacerbated by discontinuance of service, and the name, title, and signature of the person giving notice of or certifying the medical emergency.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (G) If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure. The address and phone number of the Commission and the Company is as follows:

Colorado Public Utilities Commission
1580 Logan St., OL2
Denver, CO 80203
303-894-2070 or 800-456-0858 (within Colorado only)

Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411
(888) 389-2899

- (H) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 3.3.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided fifteen (15) days written notice prior to discontinuance unless otherwise indicated. Notice will be provided via First Class U.S. Mail.

The Company may discontinue or suspend service without incurring any liability for the following reasons:

- (A) Upon nonpayment of any jurisdictional amounts owing to the Company. No basic residential service shall be disconnected for nonpayment until at least 30 days past the due date of the bill and only following 15 days written notification.
- (B) Violation or non-compliance with the Commission's Rules and Regulations governing application for and supply of services by providers.
- (C) Obtaining service by subterfuge which includes, but is not restricted to, an application for service at a location in the name of another party by a customer whose account is delinquent and who continues to reside at the premises.
- (D) Violation of any rule of the LEC or toll service provider on file with and approved by the Commission which may adversely affect the safety of the customer or other persons or the integrity of the provider's service.
- (E) Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the customer or other persons or the integrity of the provider's service.
- (F) Failure of the customer to permit the LEC or toll service provider reasonable access to its facilities or equipment.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause (Cont'd.)

The Company may discontinue service without notice:

- (1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
- (2) Upon order by any court, the Commission, or any other duly authorized public authority; or
- (3) If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall notify the Company of their desire to terminate service. If special construction is involved, the required notice shall be written.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.6 Payment Arrangements (Cont'd.)

2.6.5 Cancellation of Application for Service

- (A) When the customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.6 Payment Arrangements (Cont'd.)

2.6.6 Changes in Services Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Return Check Charge

A service charge of \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service

2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative or when discovered by the company, whichever occurs first. An interruption period ends when the service, facility or circuit is operative.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.1 General (Cont'd.)

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.2 Limitations of Allowances (Cont'd.)

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer is responsible for payment of the charges for the alternative service used.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruption in Service (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) In the event the customer's jurisdictional service from a Company is interrupted and remains out of order for 8 or more hours during a continuous 24 hour period after being reported by the customer, or found to be out of order by the Company, (whichever occurs first) appropriate adjustments shall be automatically made by the Company to the customer's bill.

The adjustment will be, at a minimum, a credit on the monthly bill for jurisdictional Company services proportional to the duration of the service interruption, with each occurrence of the loss of service for 8 hours during the 24 hours time period counting as one day. For the purpose of administering this rule, every month is considered to have 30 days.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruption in Service (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service (Cont'd.)

- (D) Company will not be required to provide an adjustment for the loss of service during time periods due to the following conditions:
- (a) the negligence or willful act of the customer; or
 - (b) a malfunction of facilities other than those under the control of the LEC; or
 - (c) natural disasters or other events affecting large numbers of customers such as described in Rule 16.1.4; or
 - (d) the inability of the LEC to gain access to the customer's premises when required.
- (E) In the event the Company misses a service call (i.e., an appointment for a premise visit associated with installation of new service) by more than four hours, the Company shall make a credit to the monthly bill of the customer in the amount of one-third the tariffed rate that was to be charged. This credit shall also apply when the Company misses scheduled installation work to be done in the central office.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruption in Service (Cont'd.)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.10 Notices and Communications

- 2.10.2** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.3** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.4** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 3.0 - SERVICE CHARGES AND SURCHARGES

3.1 Service Order and Record Order Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service. Move or change existing service and equipment or add new or additional service and equipment other than access lines. This includes adding/changing/deleting features, custom calling features, ancillary features, Toll-Call Restriction, 900/700 blocking and telephone number change per order.

	<u>Residence</u>	<u>Business</u>
Line Connection Charge Each Line	\$35.00	\$54.00
Feature Change Charge Each Line	\$8.50	\$10.00

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 3.0 – SERVICE CHARGES AND SURCHARGES (CONT'D.)

3.2 Network Premises Work Charge

Network Premises Work Charge apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Network Premises Work Charge will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Network Premises Work Charge is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Network Premises Work vary by time per Customer request.

<u>Duration of time, per technician</u>	<u>Residential</u>	<u>Business</u>
Initial 15 minute increment	\$41.00	\$41.00
Each Additional 15 minute increment	\$8.50	\$8.50

3.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	<u>Business</u>
Per occasion	\$25.00	\$54.00

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS

4.1 General

4.1.1 Services Offered

The following Services are available to residence/business Customers:

Standard Residence Line Service
Standard Business Line Service
PBX Trunk Service
Direct Inward Dial (DID) Service
Optional Calling Features

The following services are available to residence/business Customers as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)
Miscellaneous Services

4.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate or per call basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 4.0 – NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.1 General (Continued)

4.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, Colorado State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 4.0 – NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.2 Standard Residence Line

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, with unlimited local calling, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring.

4.3 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, with unlimited local calling, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy (see Section 9.2 for rates).

4.4 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

4.5 Direct Inward Dialing (DID) Service

Direct Inward Dialing (“DID”) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer’s location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.6 Optional Calling Features

The features listed in Section 5.11.1 are offered by the Company to Residential and Business Customers. Refer to Rates in Section 5 of this tariff for specific features offered with each type of local exchange service.

4.6.1 Features Descriptions

- (A) **Abbreviated Access - One Digit & Two Digits (Shared List):** Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated code. Two arrangements are available, namely, Abbreviated Access, one-digit or Abbreviated Access, two-digit. The customer shares a speed call list with their Abbreviated Access provider and the provider controls the speed call list and informs clients of the digit(s) to dial to reach the predetermined telephone number.
- (B) **Call Forwarding - Busy Line (Expanded):** Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy.
- (C) **Call Forwarding - Busy Line (Overflow):** Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy.
- (D) **Call Forwarding - Busy Line (Programmable):** Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.
- (E) **Call Forwarding - Busy Line/Don't Answer (Expanded):** Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy or if the customer does not answer after a preset number of ringing cycles.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.6 Optional Calling Features (Cont'd.)

4.6.1 Features Descriptions (Cont'd.)

- (F) **Call Forwarding - Busy Line/Don't Answer (External):** Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy or to any number within the same central office switch if the called number does not answer (where available).
- (G) **Call Forwarding Don't Answer (Basic):** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (H) **Call Forwarding Don't Answer (Expanded):** Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the customer does not answer after a preset number of ringing cycles.
- (I) **Call Forwarding Don't Answer (Programmable):** Allows a customer to have incoming calls forwarded to another number if the customer does not answer after a preset number of ringing cycles. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.
- (J) **Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.6 Optional Calling Features (Cont'd.)

4.6.1 Features Descriptions (Cont'd.)

(K) Call Rejection: Enables a customer to reject call attempts from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

(L) Call Trace: Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. The customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. The Company is not liable for damages if, for any reason, the Call Trace attempt is not successful. After three successful traces to the same number, the customer may request the Company take deterrent action. In extenuating circumstances, such as life and death threats, obscene or harassing calls, the Company will take appropriate deterrent action after one activation of Call Trace.

(M) Call Transfer: Enables a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three-party connection, and then to leave the connection without disconnecting the call.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.6 Optional Calling Features (Cont'd.)

4.6.1 Features Descriptions (Cont'd.)

- (N) **Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- (O) **Caller ID - Number:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- (P) **Caller ID - Name & Number:** Allows for the automatic delivery of a calling party's name and telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment.
- (Q) **Caller ID - With Privacy+:** Includes the Caller Identification - Name and Number functionality and, in addition, provides the customer with the ability to screen private and unidentified calls that are placed to their number.
- (R) **Continuous Redial:** Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.6 Optional Calling Features (Cont'd.)

4.6.1 Features Descriptions (Cont'd.)

- (S) **Dial Call Waiting:** Allows a customer with a line equipped with the feature to direct a Call Waiting tone or a Distinctive Alert signal to a line equipped with Distinctive Alert. The feature is activated by dialing a preset access code and the telephone number of the line to which the signal is directed.
- (T) **Directed Call Pickup:** Allows a customer to answer a call, during the ringing cycle, that is directed to another line by dialing a preset access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.
- (U) **Distinctive Alert:** Allows a customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Dial Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a Call Waiting tone.
- (V) **Hot Line:** Hot Line service allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.
- (W) **Warm Line:** Warm Line Service allows a customer to establish a switched connection to a predetermined number if the customer does not dial a number within a specified length of time after going off-hook. When the customer's telephone goes off-hook and dialing begins within a specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the predefined time delay period, a predetermined stored number is automatically dialed by the central office switching equipment.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.6 Optional Calling Features (Cont'd.)

4.6.1 Features Descriptions (Cont'd.)

- (X) **Last Call Return:** Allows a customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the calling party's number is blocked, by the calling party, the service will not return the call. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called line is available. This service is available on a usage or subscription basis.
- (Y) **Priority Call:** Allows a customer to assign a maximum of 15 callers' telephone numbers to a special list. The customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list.
- (Z) **Receptionist - Name & Number:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (AA) **Selective Call Forwarding:** Allows a customer to specify a special list of a maximum of 15 telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.
- (BB) **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 4.0 – NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.7 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

4.7.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

4.7.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

4.8 Miscellaneous Services

4.8.1 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

4.8.2 Hunting Service

Hunting Service is an optional arrangement available to customers with two or more individual line or trunk services. For more specifics, please refer to Section 9.2.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 - LOCAL EXCHANGE SERVICES RATES

5.1 General

Local Exchange Services are provided through the use of resold facilities obtained from Other Telephone Companies and the Company's facilities.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Colorado Commission.

5.2 Standard Residence Local Exchange Service

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate (unlimited local calling), measured rate or message rate basis depending on the service plan selected by the Customer.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.2 Standard Residence Local Exchange Service (Cont'd.)

5.2.1 Monthly Recurring Charges

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touch-tone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

	SERVICE TYPE
Flat Rate	Measured/ Message Rate
\$14.74	\$9.48

5.2.2 Usage Sensitive Charges and Allowances

(A) Reserved For Future Use

(B) Message Service

Customers subscribing to Message Rate Service will receive a monthly usage allowance of fifty (50) outgoing calls. This allowance is applied to local calls placed from the Customer's line. Local usage in excess of the allowance will be billed in arrears. Local usage is billed on a per call basis.

Per Local Call over 50 allowed calls \$0.11

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.2 Standard Residence Local Exchange Service (Cont'd.)

5.2.2 Usage Sensitive Charges and Allowances (Cont'd.)

(C) Measured Rate Service

Customers subscribing to Measured Rate Service will pay a recurring service charge and a local usage per minute charge. The Measured Rate Service per minute rate will be applied to local calls placed from the Customer's line.

Time Period	First Minute	Additional Minute
Daytime	\$0.05	\$0.02
Evening	\$0.0375	\$0.015
Night	\$0.025	\$0.01

Amended Advice Letter No. 1
11, 2006
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.2 Standard Residence Local Exchange Service (Cont'd.)

5.2.3 Residential Local Calling Packages

A. Feature Package

1. Description

Feature Package is a package of features available to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residence customers are entitled to choose three services/features from the list specified in Section 5.6.2 for their package. Directory Assistance¹ can be selected as an additional service or feature.

2. Terms and Conditions

- a. All terms and conditions specified elsewhere for the respective services/features requested as part of this package shall apply.
- b. A customer may choose one or more of the features in the Caller ID Family as one of their selections.
- c. A customer may choose Call Waiting, Call Waiting ID or Selective Call Waiting¹ from the Call Waiting Family as one of their selections.
- d. A customer choosing Caller ID - Name and Number will automatically be provided with Anonymous Call Rejection.

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.2 Standard Residence Local Exchange Service (Cont'd.)

5.2.3 Residential Local Calling Packages (Cont'd.)

- e. A customer who chooses the Company's Voice Messaging Service¹ will also be provided with Call Forwarding Busy Line/Don't Answer, Easy Access and Message Waiting Indication as part of their Voice Messaging Service selection. A customer who wishes to use another provider's Voice Messaging Service² will be provided with Call Forwarding Busy/Don't Answer, Easy Access and Message Waiting Indication and it will not be counted as one of their three selections of features/services.
 - f. All services or features selected in the package can only be provided where technically available and compatible with other features the customer may choose to order.
3. Rates and Charges
- a. The monthly rates following must be and may only be applied in addition to the rates specified in 5.2, preceding, for residence individual flat rate or additional flat rate line service. Where applicable, incremental charges specified in 5.2, preceding, apply.
 - b. Existing Feature Package customers cannot take advantage of promotions for Feature Package or any of the service/feature specified in 5.6.2, preceding, unless specifically allowed by the terms and conditions of the promotion.

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.2 Standard Residence Local Exchange Service (Cont'd.)

5.2.3 Residential Local Calling Packages (Cont'd.)

- c. Normal nonrecurring charges associated with the line apply where Feature Package is provided in association with the installation of a new residence individual or additional flat rate line or the move of a residence individual or additional flat rate line.
- d. Services or features specified in 5.6.2 may be added or changed without a nonrecurring charge.
- e. Recurring rates and nonrecurring charges specified elsewhere apply to add or change any feature or service not specified 5.6.2.
- f. Feature Package will be provided at the following rates:

	<u>MAXIMUM MONTHLY RATE</u>
Per individual or additional flat rate residence line	\$16.00

B. Feature Plus Package

Feature Plus Package is a package of features available to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residence customers subscribing to the package are entitled to unlimited use of the features from the list specified in Section 5.6.2 for their package. Directory Assistance¹ can be selected as an additional service or feature:

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.2 Standard Residence Local Exchange Service (Cont'd.)

5.2.3 Residential Local Calling Packages (Cont'd.)

2. Terms and Conditions

- a. All terms and conditions specified elsewhere for the respective services/features requested as part of this package shall apply.
- b. A customer may choose one or more of the features in the Caller ID Family as one of their selections.
- c. A customer may choose Call Waiting, Call Waiting ID or Selective Call Waiting¹ from the Call Waiting Family as one of their selections.
- d. A customer choosing Caller ID - Name and Number will automatically be provided with Anonymous Call Rejection.
- e. A customer who chooses the Company's Voice Messaging Service⁴ will also be provided with Call Forwarding Busy Line/Don't Answer, Easy Access and Message Waiting Indication as part of their Voice Messaging Service selection. A customer who wishes to use another provider's Voice Messaging Service will be provided with Call Forwarding Busy/Don't Answer, Easy Access and Message Waiting Indication and it will not be counted as one of their three selections of features/services.
- f. All services or features selected in the package can only be provided where technically available and compatible with other features the customer may choose to order.

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.2 Standard Residence Local Exchange Service (Cont'd.)

5.2.3 Residential Local Calling Packages (Cont'd.)

3. Rates and Charges
 - a. The monthly rates following must be and may only be applied in addition to the rates specified in 5.2, preceding, for residence individual flat rate or additional flat rate line service. Where applicable, incremental charges specified in 5.2, preceding, apply.
 - b. Existing Feature Plus Package customers cannot take advantage of promotions for Feature Plus Package or any of the service/feature specified in 5.6.2, preceding, unless specifically allowed by the terms and conditions of the promotion.
 - c. Normal nonrecurring charges associated with the line apply where Feature Plus Package is provided in association with the installation of a new residence individual or additional flat rate line or the move of a residence individual or additional flat rate line.
 - d. Services or features specified in 5.6.2 may be added or changed without a nonrecurring charge.
 - e. Recurring rates and nonrecurring charges specified elsewhere apply to add or change any feature or service not specified 5.6.2.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 - LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.2 Standard Residence Local Exchange Service (Cont'd.)

5.2.3 Residential Local Calling Packages (Cont'd.)

- f. Feature Plus Package will be provided at the following rates:

	<u>MAXIMUM MONTHLY RATE</u>
Per individual or additional flat rate residence line	\$16.00

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 - LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.3 Standard Business Local Exchange Service

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate (unlimited local calling), measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 - LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.3 Standard Business Local Exchange Service (Cont'd.)

5.3.1 Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis.

SERVICE TYPE	
Flat	
Rate	Measured/ Message Rate
\$44.16	\$18.05

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.3 Standard Business Local Exchange Service (Cont'd.)

5.3.2 Usage Sensitive Charges and Allowances

(A) Message Service

Customers subscribing to Message Service will receive a monthly usage allowance of fifty (50) outgoing calls. This allowance is applied to local calls placed from the Customer's line. Local usage in excess of the allowance will be billed in arrears. Local usage is billed on a per call basis.

Per Local Call over the allowed 50 calls \$0.11

(B) Measured Rate Service

Customers subscribing to Measured Rate Service will pay a recurring service charge and a local usage per minute charge. The Measured Rate Service per minute rate will be applied to local calls placed from the Customer's line.

Time Period	First Minute	Additional Minute
Daytime	\$0.05	\$0.02
Evening	\$0.0375	\$0.015
Night	\$0.025	\$0.01

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.3 Standard Business Local Exchange Service (Cont'd.)

5.3.3 Business Local Calling Packages

Business Feature Package

1. Description

Business Feature Package is a package of features available to business customers in conjunction with an individual flat rate or additional flat rate access line. Business customers subscribing to the package are entitled to choose five services/features from the features specified in Section 5.6.2 for their package. Directory Assistance¹ and Voice Messaging⁵ can be selected as additional services or features.

2. Terms and Conditions

- a. All terms and conditions specified elsewhere for the respective services/features requested as part of this package shall apply.
- b. A customer choosing Caller ID - Name and Number will automatically be provided with Anonymous Call Rejection.
- c. A customer may choose one or more compatible features in the Call Forwarding Family as one of their selections.
- d. A customer may choose Call Waiting, Call Waiting ID or Selective Call Waiting from the Call Waiting Family as one of their selections. They may add Long Distance Alert as part of that selection.

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.3 Standard Business Local Exchange Service (Cont'd.)

5.3.3 Business Local Calling Packages (Cont'd.)

- e. A customer who chooses the Company's Voice Messaging Service¹ will also be provided with Call Forwarding Busy Line/Don't Answer, Easy Access and Message Waiting Indication as part of their Voice Messaging Service selection. A customer who wishes to use another provider's Voice Messaging Service will be provided with Call Forwarding Busy Line/Don't Answer, Easy Access and Message Waiting Indication and it will not be counted as one of their five selections of features/services.
 - f. All services or features selected in the package can only be provided where technically available and compatible with other features the customer may choose to order.
3. Rates and Charges
- a. The monthly rate that follows includes a business individual flat rate or additional flat rate line as specified in 5.3, preceding. Where applicable, incremental charges specified in 5.3, preceding, apply.
 - b. Normal nonrecurring charges associated with the line as specified in 5.3, preceding, apply where Business Feature Package is provided in association with the installation of a new business individual or additional flat rate line or the move of a business individual or additional flat rate line from one location to another.
 - c. Services or features specified in 5.6.2 may be added or changed without a nonrecurring charge.

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.3 Standard Business Local Exchange Service (Cont'd.)

5.3.3 Business Local Calling Packages (Cont'd.)

- d. Recurring rates and nonrecurring charges specified elsewhere apply to add or change any feature or service not specified 5.6.2.
- e. Business Feature Package will be provided at the following rate:

	<u>MAXIMUM MONTHLY RATE</u>
Per individual or additional flat rate business line	\$59.99

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.4 Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Sections 5.2, 5.3 and 9.2).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 5.5).

5.4.1 Flat Rate Service

\$44.16 per month, per trunk

5.4.2 Measured Rate Service

\$18.05 per month, per trunk

Plus Usage Charges:

	<u>Day</u>	<u>Evening</u>	<u>Night</u>
First Minute	\$0.05	\$0.0375	\$0.025
Additional Minute	\$0.02	\$0.015	\$0.01

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.5 Direct Inward Dialing (DID) Service

Direct Inward Dialing (“DID”) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer’s location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 5.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 20 DID Numbers	\$20.00	\$3.20
Each Additional DID Number	\$1.00	\$0.16
DID Trunk Termination: Per Trunk	\$35.00	\$42.00
Dual Tone Multifrequency Pulsing Option, Per Trunk	N/A	\$TBD
Automatic Intercept Service, Per Number Referred	\$TBD	N/A

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.6 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

5.6.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Residence	Business
Three-Way Calling, Per Activation	\$0.95	\$0.95
Call Return, Per Activation	\$0.95	\$0.95
Repeat Dialing, Per Activation	\$0.95	\$0.95
Call Trace, Per Activation *	\$1.00	\$1.00

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

The maximum per use charge per billing period \$7.60

* There is no maximum per activation charge

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.6 Optional Calling Features (Cont'd.)

5.6.2 Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Residence	Business
Call Forwarding Variable	\$3.00	\$5.00
Call Forwarding – Busy Line (Expanded)	\$1.25	\$5.00
Call Forwarding – Busy Line (Overflow)	\$0.30	\$8.35
Call Forwarding – Busy Line (Programmable)	\$1.85	\$6.00
Call Forwarding – Don't Answer	\$0.80	\$4.00
Call Forwarding – Don't Answer (Expanded)	\$2.00	\$4.00
Call Forwarding – Don't Answer (Programmable)	\$2.60	\$4.50
Call Forwarding – Busy Line/Don't Answer (Expanded)	\$2.60	\$7.00
Call Forwarding – Busy Line (External) / Don't Answer	\$1.00	\$5.45
Call Forwarding – Busy Line (Overflow) / Don't Answer	n/a	\$9.85
Call Waiting	\$4.50	\$7.50
Three Way Calling	\$3.50	\$4.85
Call Rejection	\$4.50	\$4.50

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 - LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.6 Optional Calling Features (Cont'd.)

5.6.2 Features Offered on a Monthly Basis (Cont'd.)

Optional Calling Feature	Residence	Business
Abbreviated Access - One Digit (Shared List)		\$20.00
Each line arranged	\$0.50	\$0.50
Abbreviated Access - Two Digits (Shared List)		\$30.00
Each line arranged	\$0.50	\$0.50
Caller ID - Number	\$7.30	\$7.50
Caller ID - Name & Number	\$7.30	\$7.95
Caller ID - With Privacy +	\$9.95	\$10.95
Call Transfer	\$6.00	\$6.00
Continuous Redial	\$3.50	\$3.50
Dial Call Waiting	\$2.15	\$2.15
Directed Call Pickup	\$1.00	\$1.00
Distinctive Alert	\$1.00	\$1.00
Hot Line	\$2.00	\$2.00
Warm Line	\$2.50	\$2.50
Last Call Return	\$2.95	\$3.00
Priority Call	\$3.50	\$3.50
Selective Call Forwarding	\$3.50	\$3.50

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 - LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.6 Optional Calling Features (Cont'd.)

5.6.3 Listing Services

	Maximum Nonrecurring Charge	Maximum Monthly Rate
Each listing changed to Nonpublished Service		
- Business	\$18.00	\$3.00
- Residence	\$12.50	\$2.50
Each listing changed to Nonlisted Service		
- Business	\$18.00	\$2.00
- Residence	\$12.50	\$1.80

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.1 Airespring ISDN PRI Service with Unlimited Local Calling

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance¹ or any other type of Operator Handled call.

Airespring ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

intraLATA Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below. InterLATA toll is not regulated by the Colorado PUC.

Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB
	ICB	ICB	ICB

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.1 Airespring ISDN PRI Service with Unlimited Local Calling (Cont'd.)

	Non-Recurring Charge		
	12 Months	24 Months	36 Months
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge ⁸	Per PRI		
	ICB		
Order Supplement Charge ⁹	First Change	Subsequent Change	
	ICB	ICB	
Order Cancellation Charge	Per PRI		
	ICB		

⁸ Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

⁹ Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.2 Airespring Digital DS-1 PBX Service with Unlimited Local Calling

This service provides a trunk side DS1 electrical interface from the customer’s digital PBX system to a Airespring digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance¹ or any other type of Operator Handled call.

intraLATA Regional Toll and Long Distance Services must be PIC’d to the Company. These rates are in addition to ISDN PRI and DS1 rates below. InterLATA toll is not regulated by the Colorado PUC.

Monthly Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.2 Airespring Digital DS-1 PBX Service with Unlimited Local Calling (Cont'd.)

	Non-Recurring Charge		
	12 Months	24 Months	36 Months
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge ¹¹	Per DS1		
	ICB		
Order Supplement Charge ¹²	First Change	Subsequent Change	
	ICB	ICB	
Order Cancellation Charge	Per DS1		
	ICB		

¹¹ Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

¹² Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.3 Airespring ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance¹ or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products¹ are offered with six different increments of Toll/LD¹ Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

Airespring ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance¹ MOU

This package includes unlimited local and 5,000 long distance¹ minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance¹ usage @ 5,000 MOUs (including regional toll¹). Usage over the selected LD package¹ will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.3 Airespring ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (Cont'd.)

Airespring ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance¹ MOU

This package includes unlimited local and 10,000 long distance¹ minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance¹ usage @ 10,000 MOUs (including regional toll¹). Usage over the selected LD package¹ will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

Airespring ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance¹ MOU

This package includes unlimited local and 15,000 long distance¹ minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance¹ usage @ 15,000 MOUs (including regional toll¹). Usage over the selected LD package¹ will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.3 Airespring ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (Cont'd.)

Airespring ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance¹ MOU

This package includes unlimited local and 30000 long distance¹ minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance¹ usage @ 30,000 MOUs (including regional toll¹). Usage over the selected LD package¹ will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

Airespring ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance¹ MOU

This package includes unlimited local and 50,000 long distance¹ minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance¹ usage @ 50,000 MOUs (including regional toll¹). Usage over the selected LD package¹ will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.3 Airespring ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (Cont'd.)

Airespring ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance¹ MOU
This package includes unlimited local and 100,000 long distance¹ minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance¹ usage @ 100,000 MOUs (including regional toll¹). Usage over the selected LD package¹ will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

5.7.4 Airespring Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service

This service provides a trunk side DS1 electrical interface from the customer’s digital PBX system to a Airespring digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance¹ or any other type of Operator Handled call.

¹ This service is not regulated by the Colorado PUC

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.4 Airespring Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service (Cont'd.)

The Airespring Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products¹ are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll¹ and Long Distance Services¹ must be PIC'd to the Company.

Airespring ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance¹ MOU

This package includes unlimited local and 5,000 long distance¹ minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance¹ usage @ 5,000 MOUs (including regional toll¹). Usage over the selected LD package¹ will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

Airespring ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance¹ MOU

This package includes unlimited local and 10,000 long distance¹ minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance¹ usage @ 10,000 MOUs (including regional toll¹). Usage over the selected LD package¹ will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.4 Airespring Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service (Cont'd.)

Airespring ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance¹ MOU

This package includes unlimited local and 15,000 long distance¹ minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance¹ usage @ 15,000 MOUs (including regional toll¹). Usage over the selected LD package¹ will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

Airespring ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package¹ will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

¹ This service is not regulated by the Colorado PUC

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.4 Airespring Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service (Cont'd.)

Airespring ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance¹ MOU

This package includes unlimited local and 50,000 long distance¹ minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance¹ usage @ 50,000 MOUs (including regional toll¹). Usage over the selected LD package¹ will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

Airespring ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance¹ MOU

This package includes unlimited local and 100,000 long distance¹ minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance¹ usage @ 100,000 MOUs (including regional toll¹). Usage over the selected LD package¹ will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

5.7.5 Airespring ISDN BRI Service

Airespring ISDN BRI (Basic Rate Interface) uses standard “twisted pair” cables and is nearly three times faster than a 56K dial up line. Airespring ISDN PRI (Primary Rate Interface) uses a 1.544 Mbps digital transport facility (T1). Both services provide the superior clarity of digital transmission, a high-speed data interface and sufficient bandwidth capacity to fulfill your current and future communication needs.

¹ This service is not regulated by the Colorado PUC

SECTION 5.0 - LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.5 Airespring ISDN BRI Service (Cont'd.)

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

Monthly Recurring Charges

	Monthly Recurring Charge ²⁰
ISDN Basic Exchange Digital Line, each	\$10.00
ISDN Basic Exchange Circuit Switched Voice	
First Line	n/a
Second Line	2.00
ISDN Basic Exchange Circuit Switched Data, each	2.00
ISDN Basic Exchange Alternate Circuit Switched Voice/Data,each	2.00

²⁰ These ISDN BRI rates are a supplement to individual Message Rate Service.

SECTION 5.0 – LOCAL EXCHANGE SERVICES RATES (CONT'D.)

5.7 Product Services

5.7.6 Airespring Digital Centrex Service

Airespring Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

Monthly Recurring Charges

Contract Length	Monthly Recurring Charge
12 months - Assume Dial 9	26.61
12 months	23.15
24 months	21.05
36 months	17.59
60 months	16.51
84 months	15.80

NOTES FOR ALL: Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not include FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 6.0 – LOW INCOME TELEPHONE ASSISTANCE PROGRAM

6.1 Colorado Low-Income Telephone Assistance Program

6.1.1 Definition

The Colorado Low-Income Telephone Assistance Program provides for a discount of the recurring monthly rate for the provision of local residential service for certain low-income customers.

6.1.2 Eligibility

- a. The Colorado Low-Income Telephone Assistance Program discount is only available to low-income customers who meet eligibility requirements established by Colorado Revised Statute 40-3.4 and are certified for eligibility by the Colorado Department of Human Services. Applicants are eligible for this program if they currently receive benefits from at least one of the following Human Services programs: Old Age Pension, Aid to the Blind, Aid to the Needy Disabled or are low income disabled persons who qualify to receive supplemental security income under the federal "Social Security Act" (as amended). The Colorado Department of Human Services shall periodically recertify an individual's eligibility to receive low-income telephone assistance.
- b. The monthly discount to eligible subscribers will be a 25% discount on the exchange service offerings listed below. The discount provided will not be less than the Federal Communications Commission subscriber line charge.
 - Flat Rate Service
 - Measured Rate Service
 - Message Rate Service

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 6.0 - LOW INCOME TELEPHONE ASSISTANCE PROGRAM (CONT'D.)

6.1 Colorado Low-Income Telephone Assistance Program (Cont'd.)

6.1 Rates

The Residential service rates specified in this Tariff do not include the Colorado LITAP credit. The customer qualifying for the Low-Income Telephone Assistance Program credit will receive:

- (1) A twenty-five percent (25%) discount on Basic Local Exchange Residence Flat Rate Service or the Federal Communications Commission Subscriber Line Charge - whichever is greater;

Monthly Rate: \$8.24

6.2 Access Line Charge For Colorado Low-Income Telephone Assistance Program (LITAP)

The Colorado Low-Income Telephone Assistance Program Access Line Charge will be charged in addition to all recurring Basic Local Exchange Service access line charges, and to Public, Semi-Public, and Public Access Line (PAL) lines on a month basis, with the exception of (i) state and local governmental bodies; and (ii) those subscribers eligible for the Low-Income Telephone Assistance Program.

Monthly Charge Per Access Line: \$0.00

SECTION 7.0 - TELECOMMUNICATIONS RELAY SERVICE

7.1 Telecommunications Relay Service

The Colorado Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech-disabled population of the state of Colorado. The service permits telephone communication between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech.

7.2 Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all residence and business access lines served by the Company. This surcharge applies regardless of whether or not the access line users the Colorado Telecommunications Relay Service.

This surcharge serves as the funding vehicle for the operation of the Colorado TRS and shall be calculated by the Commission. The Commission shall compute the TRS Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply:

	<u>Monthly Rate</u>
Per access line	\$0.06

The surcharge shall not be included in each subscriber's bill as part of the subscriber's base rate. The surcharge shall be listed as a separate item appearing on each customer's monthly billing statement as rendered by the Company. The charge shall be listed as the "Colorado Telecommunications Relay Service".

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 8.0 - COLORADO HIGH COST SUPPORT MECHANISM

8.1 Colorado High Cost Support Mechanism

A. General Description

The Colorado High Cost Support Mechanism (CHCSM) was established by the Commission in Decision No. C90-232 in Docket No. 89R-60T. The purpose of the CHCSM is to promote competition and to guarantee the affordability of basic telephone service by providing assistance for three components of the cost of basic local service: 1) high loop costs; 2) high local switching costs; and 3) high exchange trunk costs. In addition, the local rates of high cost Local Exchange Carriers (LECs) are capped, and the excess is included in the CHCSM.

B. Undertaking of the Company

- 1) The company will collect a CHCSM surcharge in its local exchange serving area.
- 2) The company will, in order to promote competition and guarantee the affordability of basic local telephone service to the end user in its local service area, make use of the CHCSM if and when it qualifies for funding.
- 3) For uniformity and clarity, the high cost rate element on the customer's bill shall be identified as the "Colorado Universal Service Charge", or an acceptable abbreviation.

C. Rate

The following services and revenues are subject to the Colorado High Cost Support Mechanism: all intrastate retail telecommunications revenues, including DSL service, custom calling features, advanced calling, inside wire, intrastate toll, and pay phones.

The following services and revenues are not subject to the CHCSM surcharge: voice mail; burglar alarm; cable television; and customer premise equipment sales.

The CHCSM surcharge is 2.9%

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 9.0 - MISCELLANEOUS SERVICES

9.1 Carrier Presubscription

9.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

9.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option B:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option C:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 9.0 - MISCELLANEOUS SERVICES (CONT'D.)

9.1 Carrier Presubscription (Cont'd.)

9.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, or C for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 9.1.5 below:

9.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 9.0 - MISCELLANEOUS SERVICES (CONT'D.)

9.1 Carrier Presubscription (Cont'd.)

9.1.4 Presubscription Procedures (Cont'd.)

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.1.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

9.1.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business or residence line, trunk, or port

For manual orders:

Initial Line, or Trunk or Port	\$5.50
Additional Line, Trunk or Port	\$3.00

For electronic orders

Initial Line, or Trunk or Port	\$1.25
Additional Line, Trunk or Port	\$1.25

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 9.0 - MISCELLANEOUS SERVICES (CONT'D.)

9.2 Hunting Services

Hunting Service is an optional arrangement available to customers with two or more individual line or trunk services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line/trunk will overflow to other available lines/trunks for that customer.

The increment for each individual line/trunk arranged for Hunting Service is in addition to the regular access line/trunk rate. The nonrecurring charge applies to establish, change to or from, or to rearrange companion line service. The following monthly increments are for each access line/trunk arranged.

	Maximum Nonrecurring Charge	Maximum Monthly Rate
Business - Access line/trunk, each	\$10.00	\$8.35
Residence - Access line/trunk, each	\$ 8.50	\$8.35

9.3 N-1-1 Abbreviated Dialing Codes

9.3.1 Description

- A. Abbreviated dialing codes enable callers to connect to a location in the phone network that otherwise would be accessible only via a seven or ten-digit telephone number. The network must be pre-programmed to translate the three-digit code into the appropriate seven or ten-digit telephone number and route the call accordingly. For N-1-1 codes, the first digit can be any digit other than 1 or 0 and the last two digits are both 1.

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 9.0 - MISCELLANEOUS SERVICES (CONT'D.)

9.3 N-1-1 Abbreviated Dialing Codes (Cont'd.)

9.3.1 Description (Cont'd.)

- B. The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC Decision Nos. 97-51 and 00-256, issued in CC Docket 92-105:

211 - Community Information and Referral Services
311 - Non-Emergency Governmental Services
511 - Traffic and Transportation Information
711 - Telecommunications Relay Service
811 - Advance Notice of Excavating Activities (Call Before You Dig)

9.3.2 Terms and Conditions

- A. The offering of these abbreviated dialing codes can be delivered via regular exchange access lines (by individual business line, residential line, PBX trunks, etc.)

- B. Access to these abbreviated dialing codes is not available through the following dialing arrangements:

1+
0+, 0- (credit card, third-party billing, collect calls)
101XXXX

In addition, operator assisted calls will not be completed.

- C. The Company will provide only the delivery of the calls. The entity that has been granted authorization to use the N-1-1 abbreviated dialing code will be responsible for providing any announcements and services to the callers.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 10.0 - PROMOTIONAL OFFERINGS / CONTRACT & ICB

10.1 Reserved For Future Use

10.2 Contract Rates / Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

Amended Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS

11.1 Exchange Areas

The 303/720 Local Calling Area, hereinafter referred to as, the "Greater Denver LCA", consists of the following exchanges and zones: Allenspark, Arvada, Aurora, Bailey, Boulder, Brighton, Broomfield, Castle Rock, Central City, Coal Creek Canyon, Deckers, Denver, Elbert, Elizabeth, Englewood, Erie, Evergreen, Fort Lupton, Frederick, Georgetown, Golden, Hudson, Idaho Springs, Keenesburg, Kiowa, Lafayette-Louisville, Lakewood, Littleton, Longmont, Lookout Mountain, Lyons, Morrison, Nederland, Parker, Sullivan, Ward; Byers and Deer Trail wire centers of Bijou Telephone Co-op Association, Inc.; Bennett wire center of Eastern Slope Rural Telephone Association, Inc.; Strasburg wire center of Strasburg Telephone Company, Inc.

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Aguilar	Trinidad, Walsenburg; Branson and Weston wire centers of CenturyTel of Eagle
Alamosa	Del Norte, Monte Vista, South Fork; Blanca wire center of Blanca Telephone Company; Crestone and Mosca wire centers of Columbine Telephone Company; Antonito, Center, Creede, La Jara, Manassa and San Luis wire centers of CenturyTel of Eagle
Allenspark	Greater Denver LCA, Estes Park, Mead
Aspen	Basalt, Carbondale, Glenwood Springs
Bailey	Greater Denver LCA, Fairplay, Woodland Park wire center of the Colorado Springs Exchange
Basalt	Aspen, Carbondale, Glenwood Springs
Bayfield	Durango, Silverton; Allison, Pagosa Springs, Pagosa West wire centers of CenturyTel of Colorado; Ignacio wire center of CenturyTel of Eagle

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS (CONT'D.)

11.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Berthoud	Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, LaSalle, Longmont, Loveland, Mead, Platteville, Windsor, Nunn wire center of the Nunn Telephone Company
Boulder	Greater Denver LCA
Breckenridge	Dillon, Fairplay, Leadville, Vail
Brighton	Greater Denver LCA; Roggen wire center of Roggen Telephone Cooperative Company
Broomfield	Greater Denver LCA
Brush	Fort Morgan, Hillrose, Sterling, Weldona; Willard wire center of Willard Cooperative Telephone Company; Woodrow wire center of Eastern Slope Rural Telephone Association; Akron wire center of CenturyTel of Eagle
Buena Vista	Fairplay, Leadville, Salida
Calhan	Peyton; Air Force Academy, Black Forest, East, Gatehouse, Main, Pikeview and Security wire centers of the Colorado Springs Exchange; Simla wire center of Big Sandy Telecommunications, Inc.
Canon City	Florence; Main, Sunset, Vineland and West wire centers of the Pueblo Exchange; Howard, Pike Trails and Westcliffe wire centers of CenturyTel of Eagle
Carbondale	Aspen, Basalt, Glenwood Springs, New Castle, Parachute, Rifle, Silt
Castle Rock	Greater Denver LCA
Central City	Greater Denver LCA

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS (CONT'D.)

11.1 Exchange Areas (Cont'd.)

EXCHANGE AREA

EXCHANGE, ZONE OR WIRE CENTER
INCLUDED IN THE LOCAL CALLING AREA

Coal Creek Canyon

Greater Denver LCA

Colorado Springs

Exceptions

- Air Force Academy wire center of the Colorado Springs Exchange
Calhan, Peyton
- Black Forest wire center of the Colorado Springs Exchange
Calhan, Peyton; El Paso wire center of El Paso County Telephone Company; Simla wire center of Big Sandy Telecommunications, Inc.
- East, Gatehouse, Main, and Pikeview centers of the Colorado Springs Exchange
Calhan, Cripple Creek-Victor, Peyton; El Paso and Rush wire centers of El Paso County Telephone Company; Simla wire center of Big Sandy Telecommunications, Inc.; Lake George wire center of CenturyTel of Eagle
- Green Mountain Falls and Manitou Springs wire centers of the Colorado Springs Exchange
Cripple Creek-Victor; Lake George wire center of CenturyTel of Eagle

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS (CONT'D.)

11.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
<ul style="list-style-type: none">• Security wire center of the Colorado Springs Exchange• Woodland Park wire center of the Colorado Springs Exchange	Calhan, Cripple Creek-Victor, Peyton; El Paso, and Rush wire centers of El Paso County Telephone Company; Lake George wire center of CenturyTel of Eagle
Cortez	Durango, Mancos, Mesa Verde; Rico wire center of Rico Telephone Company; Pleasant View wire center of Farmers Telephone Co., Inc; Dolores and Dove Creek wire centers of CenturyTel of Eagle
Craig	Hayden, Meeker, Oak Creek, Steamboat Springs, Yampa; Dinosaur, Maybell and Rangely wire centers of CenturyTel of Eagle
Crested Butte	Gunnison, Montrose; Arrowhead wire center of the Nucla-Naturita Telephone Company
Cripple Creek-Victor	Fairplay; East, Gatehouse, Green Mountain Falls, Main, Manitou Springs, Pikeview, Security and Woodland Park wire centers of Colorado Springs Exchange; Lake George and Pike Trails wire centers of CenturyTel of Eagle
De Beque	Fruita, Grand Junction, Palisade, Parachute; Collbran and Mesa wire centers of CenturyTel of Eagle
Deckers	Greater Denver LCA, Fairplay; Woodland Park wire center of the Colorado Springs Exchange

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS (CONT'D.)

11.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Del Norte	Alamosa, Monte Vista; Center, Creede and Saguache wire centers of CenturyTel of Eagle
Delta	Fruita, Grand Junction, Montrose, Olathe; Cedaredge, Crawford, Eckert, Hotchkiss, Paonia and Somerset wire centers of Delta County Co-op Telephone Company
Dillon	Breckenridge, Fairplay, Georgetown, Kremmling, Leadville, Vail
Durango	Bayfield, Cortez, Mancos, Mesa Verde, Silverton; Allison, Marvel, Pagosa Springs, Pagosa West wire centers of CenturyTel of Colorado; Dolores and Ignacio wire centers of CenturyTel of Eagle
Eaton-Ault	Berthoud, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company; Briggsdale and Grover wire centers of Wiggins Telephone Association
Elbert	Greater Denver LCA
Elizabeth	Greater Denver LCA
Erie	Greater Denver LCA
Estes Park	Allenspark, Berthoud, Eaton-Ault, Fort Collins, Gilcrest, Greeley, Johnston-Milliken, La Salle, Loveland, Lyons, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company, Briggsdale and Grover wire centers of Wiggins Telephone Association

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS (CONT'D.)

11.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Evergreen	Greater Denver LCA
Fairplay	Bailey, Breckenridge, Buena Vista, Cripple Creek, Deckers, Dillon; Hartsel wire center of South Park Telephone Company; Lake George and Pike Trails wire centers of CenturyTel of Eagle
Florence	Canon City; Main, Sunset, Vineland and West wire centers of the Pueblo Exchange; Westcliffe wire center of CenturyTel of Eagle
Fort Collins	Berthoud, Eaton-Ault, Estes Park, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Loveland, Mead, Platteville, Windsor; Nunn, wire center of the Nunn Telephone Company; Red Feather Lakes and Walden wire centers of CenturyTel of Eagle
Fort Lupton	Greater Denver LCA, Platteville
Fort Morgan	Brush, Hillrose, Sterling, Weldona; Woodrow wire center of Eastern Slope Rural Telephone Association; Hoyt, New Raymer and Wiggins wire centers of Wiggins Telephone Association; Stoneham wire center of Stoneham Cooperative Telephone Company; Willard wire center of Willard Cooperative Telephone Company; Akron wire center of CenturyTel of Eagle
Fraser	Granby, Grand Lake, Hot Sulphur Springs, Kremmling
Frederick	Greater Denver LCA
Fruita	De Beque, Delta, Grand Junction, Montrose, Olathe, Palisade, Parachute

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS (CONT'D.)

11.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Georgetown	Greater Denver LCA, Dillon
Gilcrest	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Glenwood Springs	Aspen, Basalt, Carbondale, New Castle, Parachute, Rifle, Silt; Gypsum, Eagle and McCoy wire centers of CenturyTel of Eagle
Granby	Fraser, Grand Lake, Hot Sulphur Springs, Kremmling
Grand Junction	De Beque, Delta, Fruita, Montrose, Olathe, Palisade, Parachute; Gateway, Nucla-Naturita and Paradox wire centers of Nucla-Naturita Telephone Company; Cedaredge, Crawford, Eckert, Hotchkiss, Paonia and Somerset wire centers of Delta County Co-op Telephone Company; Collbran and Mesa wire centers of CenturyTel of Eagle
Grand Lake	Fraser, Granby, Hot Sulphur Springs, Kremmling
Greeley	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Hudson, Johnstown-Milliken, Keenesburg, La Salle, Loveland, Mead, Platteville, Weldona, Windsor; Roggen wire center of Roggen Telephone Cooperative Company; Nunn wire center of the Nunn Telephone Company; Briggsdale, Grover, Hoyt, New Raymer and Wiggins wire centers of Wiggins Telephone Association; Stoneham wire center of Stoneham Cooperative Telephone Company

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS (CONT'D.)

11.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Gunnison	Crested Butte, Montrose; Lake City wire center of CenturyTel of Eagle; Arrowhead wire center of the Nucla-Naturita Telephone Company
Hayden	Craig, Oak Creek, Steamboat Springs, Yampa
Hillrose	Brush, Fort Morgan, Sterling, Weldona; Willard wire center of Willard Cooperative Telephone Company; Akron wire center of CenturyTel of Eagle
Hot Sulphur Springs	Fraser, Granby, Grand Lake, Kremmling
Hudson	Greater Denver LCA, Greeley, La Salle
Idaho Springs	Greater Denver LCA
Johnstown-Milliken	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Julesburg	Sterling; Crook wire center of Haxtun Telephone Company
Keenesburg	Greater Denver LCA, Greeley, La Salle; Roggen wire center of Roggen Telephone Cooperative Company
Kiowa	Greater Denver LCA
Kremmling	Dillon, Fraser, Granby, Grand Lake, Hot Sulphur Springs
Lafayette-Louisville	Greater Denver LCA

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS (CONT'D.)

11.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
La Salle	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Hudson, Johnstown-Milliken, Keenesburg, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Leadville	Breckenridge, Buena Vista, Dillon, Salida, Vail
Limon	Arriba, Genoa, Hugo, and Karval wire centers of Eastern Slope Rural Telephone Association; Simla wire center of Big Sandy Telecommunications, Inc.; Agate wire center of Agate Mutual Telephone Company
Longmont	Berthoud, Greater Denver LCA, Mead, Platteville
Lookout Mountain	Greater Denver LCA
Loveland	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Lyons	Greater Denver LCA, Estes Park, Mead
Mancos	Cortez, Durango, Mesa Verde; Dolores wire center of CenturyTel of Eagle
Mead	Allenspark, Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Longmont, Loveland, Lyons, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Meeker	Craig; Dinosaur, Maybell and Rangely wire centers of CenturyTel of Eagle

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS (CONT'D.)

11.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Mesa Verde	Cortez, Durango, Mancos; Rico wire center of Rico Telephone Company; Pleasant View wire center of Farmers Telephone Co., Inc; Dolores and Dove Creek wire centers of CenturyTel of Eagle
Monte Vista	Alamosa, Del Norte; Mosca wire center of Columbine Telephone Company; Center, Creede, La Jara and Saguache wire centers of CenturyTel of Eagle
Montrose	Crested Butte, Delta, Fruita, Grand Junction, Gunnison, Olathe, Ouray, Ridgway, Silverton, Telluride; Norwood wire center of CenturyTel of Eagle; Arrowhead, Nucla-Naturita and Paradox wire centers of Nucla-Naturita Telephone Company
Morrison	Greater Denver LCA
Nederland	Greater Denver LCA
New Castle	Carbondale, Glenwood Springs, Parachute, Rifle, Silt
Oak Creek	Craig, Hayden, Steamboat Springs, Yampa
Olathe	Delta, Fruita, Grand Junction, Montrose
Ouray	Montrose, Ridgway, Silverton, Telluride
Palisade	De Beque, Fruita, Grand Junction, Parachute; Collbran and Mesa wire centers of CenturyTel of Eagle
Parachute	Carbondale, De Beque, Fruita, Glenwood Springs, Grand Junction, New Castle, Palisade, Rifle, Silt
Parker	Greater Denver LCA

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS (CONT'D.)

11.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Peyton	Calhan; Air Force Academy, Black Forest, East, Gatehouse, Main, Pikeview, and Security wire centers of Colorado Springs Exchange; Simla wire center of Big Sandy Telecommunications, Inc.
Platteville	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Ft. Lupton, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Longmont, Loveland, Mead, Windsor; Nunn wire center of Nunn Telephone Company
Pueblo Avondale wire center of the Pueblo exchange	Walsenburg; Fowler, Gardner and Manzanola wire centers of CenturyTel of Eagle
Main, Sunset, Vineland and West wire centers of the Pueblo Exchange	Canon City, Florence, Walsenburg; Beulah wire center of Pine Drive Telephone Company; Colorado City and Rye wire centers of Rye Telephone Company; Fowler, Gardner and Manzanola wire centers of CenturyTel of Eagle
Ridgway	Montrose, Ouray, Silverton, Telluride; Norwood wire center of CenturyTel of Eagle
Rifle	Carbondale, Glenwood Springs, New Castle, Parachute, Silt
Salida	Buena Vista, Leadville; Howard and Saguache wire centers of CenturyTel of Eagle
Silt	Carbondale, Glenwood Springs, New Castle, Parachute, Rifle

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS (CONT'D.)

11.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Silverton	Bayfield, Durango, Montrose, Ouray, Ridgway
Steamboat Springs	Craig, Hayden, Oak Creek, Yampa; Walden wire center of CenturyTel of Eagle
Sterling	Brush, Fort Morgan, Hillrose, Julesburg; Crook, Fleming and Haxtun wire centers of Haxtun Telephone Company; Akron wire center of CenturyTel of Eagle, Peetz wire center of Peetz Cooperative Telephone Company; Stoneham wire center of Stoneham Cooperative Telephone Company; Willard wire center of Willard Cooperative Telephone Company; New Raymer wire center of Wiggins Telephone Association; Holyoke wire center of the Phillips County Telephone Company; Otis wire center of CenturyTel of Eagle
Telluride	Montrose, Ouray, Ridgway; Rico wire center of Rico Telephone Company; Norwood wire center of CenturyTel of Eagle
Trinidad	Aguilar, Walsenburg; Kim wire center of Rye Telephone Company; Branson and Weston wire centers of CenturyTel of Eagle
Vail	Breckenridge, Dillon; Leadville, Gypsum, Edwards, Eagle and McCoy wire centers of CenturyTel of Eagle
Walsenburg	Aguilar, Trinidad, Pueblo; Gardner and La Veta wire centers of CenturyTel of Eagle
Ward	Greater Denver LCA
Weldona	Brush, Fort Morgan, Greeley, Hillrose; Wiggins wire centers of Wiggins Telephone Association

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006

SECTION 11.0 - EXCHANGE AREAS (CONT'D.)

11.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Windsor	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Yampa	Craig, Hayden, Oak Creek, Steamboat Springs

Advice Letter No. 1
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Issued Date: May 11, 2006

Decision No. C04-1084

Effective Date: June 13, 2006