

TELECOMMUNICATIONS SERVICES

**Applying to Intrastate Local Exchange
Common Carrier Communications
Services Between Points in the
State of South Carolina**

AND

**CONTAINING RULES AND REGULATIONS
GOVERNING SERVICE**

**This tariff is on file with the South Carolina Public Service Commission. In addition, the tariff
may be inspected, during normal business hours, at LMK Communications LLC, 9209**

Baileywick Road Suite 203, Raleigh, North Carolina 27615.

Toll Free Telephone Number: 1-877-925-2748

**Issued: July 22, 2009
Issued By:**

Effective: November 19, 2009

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CHECKLIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

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1	Original	23	Original
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Issued: July 22, 2009
Issued By:

Effective: November 19, 2009

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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs.
- (Z) To signify a correction.

Issued: July 22, 2009
Issued By:

Effective: November 19, 2009

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TARIFF FORMAT SHEET

A. **Page Numbering.** Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. **Page Revision Numbers.** Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version of file with the Public Service Commission of South Carolina. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

C. **Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i)(I)

D. **Check List of Effective Pages.** When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

INTRODUCTION

- A. This tariff ("Tariff") sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate, common carrier, local exchange telecommunications services by LMK Communications LLC (hereinafter referred to as "LMK" or the "Company") between various locations in the State of South Carolina.
- B. The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.
- C. The rates and regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a Local Exchange Carrier or other common Carrier for use in assessing the Services of Company.
- D. The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein) by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal, or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by the Company to exercise any right, power, or option hereunder.
- E. The provision of Services are subject to existing regulations and terms and conditions specified in this Tariff any may be revised, added to or supplemented by superseding Tariffs.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Authorization Code

“Authorization Code” means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Carrier

“Carrier” means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

“Commission” means the Public Service Commission of South Carolina.

Credit(s)

“Credit(s)” has the meaning set forth in Section 2.26 hereof.

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.26 hereof.

Credit Limit

“Credit Limit” means a credit limit placed on Customer’s monthly consumption of Services pursuant to Section 2.18.

Customer

“Customer” means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont)

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

“Governmental Authority” means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

“Holidays” means all Company-specified holidays: New Year’s Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

ICB

“Individual Case Basis” or “ICB” has the meaning set forth in Section 2.36 hereof.

Interruption

“Interruption” means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by User for a continuous period of thirty (30) minutes or more.

InterLATA Service

“InterLATA Service” means communications between a point located in a local access and transport area (“LATA”) and a point located outside such area.

Local Exchange Carrier (“LEC”)

“LEC” means any person that is engaged in providing switched communications within an exchange. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT)

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers

"Other Providers" means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

ORS

ORS means the South Carolina Office of Regulatory Staff

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulations (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Other Providers.

Issued: July 22, 2009

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT)**Scheduled Interruption**

“Scheduled Interruption” means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Services

“Service(s)” means the Company’s regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date

“Service Commencement Date” means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer’s acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

“Service Order” means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

TDD

“TDD” means a Telecommunications Device for the Deaf.

Termination (Terminate)

“Termination” (or “Terminate”) means discontinuance of (to discontinue) Services, either at Customer’s request, or by the Company in accordance with Regulations.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT)

Third Party Billing Companies

“Third Party Billing Companies” means, collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company’s behalf.

User

“User” means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

SECTION 2 - RULES AND REGULATIONS

The Company is a provider of regulated, intrastate, local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable interconnection/resale agreements which are on file with, and have been approved by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Users pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Users' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company by an Other Provider; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any User location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

SECTION 2 - RULES AND REGULATIONS (Cont)

2.2 Responsibility and Use

2.2.1 Services may be used by Customer or User for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and nondisclosure of any Authorization Codes provided by Company to Customer.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth herein.

2.4 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central offices ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

SECTION 2 - RULES AND REGULATIONS (Cont)

2.5 Interconnection

- 2.5.1** Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.5.2** Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

Issued: July 22, 2009
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Effective: November 19, 2009

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SECTION 2 - RULES AND REGULATIONS (Cont)**2.6 Equipment**

- 2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.
- 2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by any Other Provider's personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the User's premises at all reasonable times for purposes of service installation, termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

Issued: July 22, 2009
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SECTION 2 - RULES AND REGULATIONS (Cont)**2.9 Non-Routine Maintenance and Installation**

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing, or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) set forth in the Service Order or in this Tariff.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP to the other no later than thirty (30) days prior to the expiration date of said MSP. Cancellation notice requirements will be specified in a written contract/service agreement.

SECTION 2 - RULES AND REGULATIONS (Cont)

2.13 Service Order Cancellation

Except as otherwise set forth herein, Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an individual case basis) will incur a Charge equal to the greater of (i) the nonrecurring Charges for the MSP, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

2.14 Billing and Payments

Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access.

Except as otherwise provided in this Tariff, all amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.

Except as otherwise provided in this Tariff, recurring monthly charges for Services will be billed to Customer on a monthly (30 day) basis, in advance, and usage charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Users' actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.

SECTION 2 - RULES AND REGULATIONS (Cont)**2.14 Billing and Payments (cont.)**

Except as otherwise provided in this Tariff, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing months immediately following said notice; provided further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed by Customer within thirty (30) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.

With prior credit approval by the Company, Customers may be permitted to remit payment for Services by check.

Payments for services are considered received by the Company upon the Company's receipt of Customer's check in the amount of the total charges due to the Company.

SECTION 2 - RULES AND REGULATIONS (Cont)**2.15 Late Payment Charge**

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Regulation.

2.16 Deposits

Customers or applicants for Services whose financial condition is not acceptable to the Company, as determined in its sole opinion and discretion may be required to provide the Company, either before or after the commencement of Service, with a security deposit, in cash or cash-equivalents, in an amount not to exceed two (2) months of estimated Service usage. Any such cash deposit will bear simple interest at a rate of seven percent (7%) per annum or at such other rate as may be determined by a competent Regulatory Authority. The Company may apply such deposit at any time to any past due balances owed to it by Customer hereunder, provided however, the Company shall return the remainder to Customer, at its last known address, within one (1) month following the date of Termination. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of a cash deposit. Any such cash deposit shall bear simple interest at a rate prescribed by the Commission.

2.17 Advance Payments

2.17.1 Recurring Advance Payments. The Company may, at its sole option and discretion, require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction to make advance payments from time to time for future consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Regulation. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. Advance payments will be applied to charges for Services in the same manner as other payments. A customer may be required to continue to make advance payments in accordance with this Section until such time as its credit worthiness is established.

SECTION 2 - RULES AND REGULATIONS (Cont)**2.17 Advance Payments (cont.)**

2.17.2 Nonrecurring Advance Payments. The Company may require any Customer to make an advance payment of non-recurring charges (e.g., special construction charges) prior to consumption of services.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Users' consumption of Services for any monthly period. The Company shall notify the Customer of any such Credit Limit.

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. All such taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

2.20 Discontinuation

2.20.1 By Company. Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefore whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

- (a) by order of a Governmental Authority;
- (b) in the event of any unlawful, unauthorized or fraudulent use or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any User, or by any other person;
- (c) Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or

SECTION 2 - RULES AND REGULATIONS (Cont)

2.20 Discontinuation (cont.)

(d) Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.20.2 By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff, the Customer may Terminate Service upon thirty (30) days notice, provided however, that Customer, except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

SECTION 2 - RULES AND REGULATIONS (Cont)

2.22 Limitation of Liability

- 2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any User, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.
- 2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.

Issued: July 22, 2009
Issued By:

Effective: November 19, 2009

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SECTION 2 - RULES AND REGULATIONS (Cont)**2.22 Limitation of Liability (cont.)**

2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

Issued: July 22, 2009
Issued By:

Effective: November 19, 2009

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SECTION 2 - RULES AND REGULATIONS (Cont)**2.24 Indemnification**

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

Issued: July 22, 2009
Issued By:

Effective: November 19, 2009

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SECTION 2 - RULES AND REGULATIONS (Cont)

2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.25.1 libel or slander resulting from User's use of the Services;

2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the User or any third party, or (ii) in an explosive or otherwise hazardous environment;

2.25.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (1) the transmission of any material transmitted (a) by any User or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) from the combination of User's use of Services with CPE or with other User-provided facilities or services; and

2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

Issued: July 22, 2009
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Effective: November 19, 2009

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SECTION 2 - RULES AND REGULATIONS (Cont)**2.26 Credits and Credit Allowances**

- 2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the User, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is to be rounded to the nearest hour.
- 2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, subject to the Company's collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which the Company receives from the Other Provider. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due to the Company.
- 2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

Issued: July 22, 2009
Issued By:

Effective: November 19, 2009

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SECTION 2 - RULES AND REGULATIONS (Cont)

2.27 Local Calling-Area

The Company will provide Services from all exchanges of Other Providers whose services or facilities are used by the Company in providing the Services, in conformance with each Other Provider's existing local exchange boundary maps as approved by the Commission.

2.28 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause User to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Other Provider's facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.31 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont)**2.33 Governing Law**

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of South Carolina.

2.34 Assignment

2.34.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. An assignment or transfer of services will include the same customer services for which the Customer has contracted, at the same rates, for at least a limited time. The Customer will be notified of the time limitation, the assignment, and the Customer will be given an option to change its service provider.

2.35 Contract Service Arrangements

At the option of the Company, Services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating, or terminating access, mixture of services or other distinguishing features.

Issued: July 22, 2009
Issued By:

Effective: November 19, 2009

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SECTION 2 - RULES AND REGULATIONS (Cont)

2.36 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;

where facilities other than those which the Company provides are requested by the Customer;

where facilities are requested by the Customer over a route other than that which the Company serves;

when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;

when Services are requested by a Customer on an expedited basis;

when Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, nonrecurring, and early termination Charges.

SECTION 3 – DESCRIPTION OF SERVICES

3.1 Local Exchange Service. Local exchange service is provided by the Company through resale of local exchange service provided by an Other Provider. The Company's services consist of (i) Business Services, (ii) Private Line and Ethernet communications services, (iii) Optional Features, (iv) access to Directory Listing Services and (iv) access to 911 services..

3.1.1 Private Line. Private Line service is a point-to-point telecommunications service which permits Customers to establish communications between two locations within the State of South Carolina.

Currently offered in bandwidths of DS-1 (1.544 Mbps), DS-3 (44.736 Mbps), OC-3 (155 Mbps), OC-12 (622 Mbps), OC-48 (2488Mbps), OC-192 (9953 Mbps), and 2.5G Wave (2488 Mbps), private line provides an ideal solution for those Customers that routinely transmit large volumes of digital information.

Standard Features. The dedicated high capacity services provided are flexible and can be used for voice, data, image and video transmissions.

Rates and Charges. The Company will charge a Private Line Service Customer applicable Non-Recurring Charges and Monthly Recurring Charges as specified in Section 4.

SECTION 3 – DESCRIPTION OF SERVICES (Cont)

3.1 Local Exchange Service (cont.)

3.1.2 Ethernet. Ethernet service is a point-to-point or multipoint telecommunications service which permits customers to establish communications between two or more locations within the State of South Carolina.

Ethernet Service is currently offered in bandwidths of 10Mb/s, 25Mb/s, 50Mb/s, 100Mb/s and increments of 100Mb/s up to 1Gb/s with industry standard Ethernet interfaces compliant with ANSI/IEEE 802.3. Depending on customer network configuration and application, extensions of this standard may be available on an individual case basis.

Interfaces provided include 10BaseT, 100BaseT and fiber optic interfaces, depending on Ethernet Service bandwidth delivered.

The Company will charge an Ethernet Service Customer applicable Non-recurring Charge and Monthly Recurring Charges as specified in section 4.

SECTION 3 – DESCRIPTION OF SERVICES (Cont)**3.1 Local Exchange Service (cont.)**

3.1.3 Switched Local Service. Switched local service is an intrastate telecommunications service which permits Customers to establish communications between two locations within one exchange. Switched Local Service interfaces with the central office equipment.

Switched Local Service provides a Customer with a single, voice-grade communications Channel, including a telephone number and a Directory Listing. The Company's service permits a Customer to: (i) place calls within a Local Calling Area, (ii) access 911 services if available in the Customer's Local Calling area, (iii) originate calls to direct dial (1+) or (0+) toll services. The Company's service does not permit a Customer to originate calls to caller paid information services (i.e. 900,976 and 711).

The Company will charge a Customer applicable Non-Recurring and month Recurring charges and Usage Charges as specified in Section 4.

3.1.4 Dedicated Local Service. Dedicated Local Service is an intrastate telecommunications service which permits Customers to establish communications between two locations within one exchange. Switched Local Service interfaces with the central office equipment.

Dedicated Local Service provides a Customer with a multiple, voice-grade communications Channel, including a telephone number and a Directory Listing. The Company's service permits a Customer to: (i) place calls within a Local Calling Area, (ii) access 911 services if available in the Customer's Local Calling area, (iii) originate calls to direct dial (1+) or (0+) toll services. The Company's service does not permit a Customer to originate calls to caller paid information services (i.e. 900,976 and 711).

The Company will charge a Customer applicable Non-Recurring and month Recurring charges and Usage Charges as specified in Section 4.

Dedicated Local Service can be provided via Digital Subscriber Level 1 (DS1), Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI), Digital Subscriber Level 3 (DS3), Optical Carrier Level 3 (OC3), Optical Carrier Level 12 (OC12) and Optical Carrier Level 48 (OC48)

SECTION 3 – DESCRIPTION OF SERVICES (Cont)

3.1 Local Exchange Service (cont.)

3.1.5 Local Integrated Services Network (ISDN) Primary Rate Interface (PRI).

The ISDN PRI Port provides a DS1 level electrical interface to the local switch for the provision of 24 DSO 64 Kbps channels. The base configuration consists of 23 – 64 Kbps B channels for end-user voice and data traffic and one 64 Kbps D channel for out of band signaling control of the B channels. The Primary Rate ISDN Port provides access to the functions and capabilities of the local switch data functions. The full array of channels will always be present at the physical network interface. All channels can simultaneously support independent applications. B channels are capable of supporting voice and circuit switched data. The D channel controls the B channels voice and data switched data.

Local ISDN PRI's are a local exchange service offering provisioned by the Company in jurisdictions where local exchange authority has been secured. Long distance usage generated from a Local ISDN PRI will be considered switched.

3.1.6 Optional Features. Customers may select from the following optional features: (i) Anonymous Call Reject, (ii) Call Block, (iii) Call Forwarding, (iv) Call Return, (v) Call Trace, (vi) Call Waiting, (vii) Caller ID, (viii) Speed Dial, (ix) Three Way Calling, (x) Unpublished Number and (xi) Voice Mail.

3.1.7 Optional Feature Descriptions.

Anonymous Call Reject

This service allows Customers to automatically stop certain calls from ringing their phone. These calls are restricted calls or those that would be reflected as "Private" on the customer's Caller ID. This option is only available when purchasing a service bundle.

Call Block

The Subscriber may block incoming telephone calls from unwanted calls by dialing a two digit code.

Call Forwarding

The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber defined telephone number.

SECTION 3 – DESCRIPTION OF SERVICES (Cont)

3.1 Local Exchange Service (cont.)

3.1.7 Optional Calling Features (cont.)

Call Return

The Subscriber may return the last call to the Customer's telephone number by dialing a one or two digit code.

Call Trace

This service permits the tracing of the last call received and holds the information for an authorized law enforcement agency.

Call Waiting

A tone signals the Subscriber to indicate another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.

Called ID

The Subscriber may view on a display unit the telephone number and name of the incoming telephone calls.

Speed Dial

The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two digit code. This option is only available when purchasing a bundle.

Three Way calling

The Subscriber may sequentially call up to two other Customer's telephone numbers and add the calls together making a three way call.

Unpublished Number

The Customer may refuse a listing of its name, street address and telephone number in the telephone directory published by the dominant exchange carrier in the Customer's service area.

Voice Mail

The Subscriber will have a private voice mail messaging system which will allow them to create a personal greeting, play messages and save or delete messages.

SECTION 3 – DESCRIPTION OF SERVICES (Cont)

3.1 Local Exchange Service (cont.)

3.1.8 Reserved for Future Use

3.1.9 Reserved for Future Use

3.2 Directory Listing Service

The Company will provide Customer a single listing consisting of the Customer's name, address and telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or identification of the Customer is not impaired thereby.

The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than is reasonably necessary to identify the listing party. The Company will notify the Customer prior to withdrawing any listing which is found to be a violation of this section.

In order for listing to appear in the directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

SECTION 3 – DESCRIPTION OF SERVICES (Cont)**3.3 Emergency Service**

911 Service permits customers to reach appropriate emergency services including police, fire and medical services. The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects or malfunctions of the 911 service.

Upon the Company's transmittal of a Customer's 911 service record, including the customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is then solely responsible for the accuracy of all of the Customer's information including appropriate fire, police, ambulance or other agencies' jurisdictions over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 service calls to the proper Public Safety Answering Point (PSAP).

By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point (PSAP).

SECTION 4 – RATES

4.1 Monthly Recurring Charges

The Customer's monthly charges for Services provided hereunder are based upon the capacity of the circuit, the distance between the points of service, and the location of the points of service.

4.2 Non-Recurring Charges

The Customer's non-recurring charges for installation Services provided hereunder are based upon the capacity of the circuit, the location of the points of service, and any engineering costs that may be required.

4.3 Return Check Charge

The Customer will be charged a fee not more than allowed by S.C. Code Anns. 34-11-70 whenever a check or draft presented for payment of service is dishonored by the institution upon which it is drawn. The current fee allowed is \$30.00.

4.4 Reconnection Fee

A current charge of twenty dollars (\$20.00), a maximum of thirty-five (\$35.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a User requests to be reconnected to the Services after the Company has Terminated the Services to User for any reason allowed by this Tariff.

4.5 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations (i.e., thirty (30) days written notice to the Commission before implementation).

SECTION 4 – RATES (Cont)**4.6 Late Payment Charge**

Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.

4.7 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.

4.8 Business Local Exchange Services**4.8.1 Non-Recurring Charges**

	<u>Current Rates</u>	<u>Maximum Rates</u>
Processing/Application Fee	\$10.00	\$ 20.00
Reconnection/Activation Fee	\$50.00	\$ 80.00
Restoral Fee	\$25.00	\$ 50.00
Add/Change/Delete Features	\$15.00	\$ 25.00
Caller ID Set-up	\$10.00	\$ 20.00
Change Name	\$15.00	\$ 25.00
Change Telephone Number	\$25.00	\$ 50.00
Trip Charge	\$90.00	\$175.00
Move Order	\$50.00	\$ 80.00

4.8.2 Recurring Charges

Business Basic Service	\$59.99	\$ 79.00
Call Restriction	Included	Included
Directory Listing	Included	Included
911 Service	Included	Included
Area Calling (where available)	\$25.00	\$ 40.00
FCC Authorized Line Fee	\$ 6.50	\$ 6.50
Local Number Portability	\$ 0.50	\$ 1.00

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SECTION 4 – RATES (Cont)**4.8 Business Local Exchange Services (cont.)****4.8.3 Individual Feature Recurring Charges**

	<u>Current Rates</u>	<u>Maximum Rates</u>
Call Block	\$ 6.99	\$ 9.99
Call Forwarding	\$ 6.99	\$ 9.99
Call Return	\$ 7.99	\$ 9.99
Call Trace	\$11.99	\$11.99
Call Waiting	\$ 6.99	\$ 9.99
Caller ID	\$ 9.99	\$ 9.99
Speed Dial	\$ 5.99	\$ 9.99
Three-Way Calling	\$ 6.99	\$ 9.99
Unpublished Number	\$ 4.99	\$ 9.99
Voice Mail	\$ 8.99	\$12.99

4.8.4 Directory Assistance

"1-411" local directory assistance	\$ 1.29/call	\$ 1.29/call
"1-xxx-555-1212" directory assistance	\$ 0.99/call	\$ 0.99/call

4.9 Leased Line Service – Nonrecurring Installation Charges

<u>Transmission Speed</u>	<u>12 month Contract term</u>	
	Current rate	Max. Rate
DS1	\$1,000	\$1,250.00

Note: The foregoing rates represent a one-time installation charge associated with this service.

4.10 Leased Line Service – Base rates for Recurring Charges

<u>Transmission Speed</u>	<u>12 month Contract term</u>	
	Current rate	Max. Rate
DS1	\$0.1210	\$0.1810

Note: The foregoing monthly rates are per DS0 mile, based on V & H coordinates; additional POP to POP charges and/or local access charges may apply. Contracts over 12 months will be process ICB.

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SECTION 4 – RATES (Cont)**4.11 Leased Line Service – Volume Discount Percentages by Contract Term**

<u>Volume</u>	<u>12 month Contract Term</u>
\$100,000.00	3%
\$200,000.00	5%
\$500,000.00	6%

Note: All Volume Discounts are applied with the End User reaches the specified level. Volume amounts over the next lower increment will be rounded down to the lower increment level. Volume discounts are based on the gross monthly cost of service and are applied to the base rate per circuit, per month (excluding taxes and surcharges).

4.12 Reserved for Future Use**4.13 Reserved for Future Use****4.14 Reserved for Future Use**

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