

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

August 14, 2009

In Re:)
Application of LMK Communications LLC)
For a Certificate of Public Convenience) Docket No. <u>09-00117</u>
And Necessity as a Competing Telecommunications)
Carrier of Facility- Based and Resold Local Exchange)
and Interexchange Services)

APPLICATION OF LMK COMMUNICATIONS LLC

Pursuant to T.C.A. § 65-4-201 et. Seq., LMK Communications LLC (“LMK” or “the Company” or “Applicant”) hereby applies for a Certificate of Public Convenience and Necessity as a competing Telecommunications service provider to provide telecommunications services throughout the State of Tennessee. LMK intends to provide telecommunications services, including, but not limited to, local exchange and interexchange services on a resold and facility-based basis throughout the State of Tennessee. Granting the Company’s application will increase competition and will provide Tennessee customers additional telecommunications options, furthering the goals of the Tennessee Regulatory Authority (“TRA”) and the Telecommunications Act of 1996. Therefore, LMK respectfully requests that the TRA grant it statewide authority, subject to rural limitation, to operate as a competing telecommunications service provider.

In support of its Application, the Company provides the following information:

I. Introduction

The name and address of the Applicant are:

LMK Communications LLC
9650 Strickland Rd #103-143
Raleigh, NC 27615

All correspondence, notices, inquiries and other communications regarding this Application should be directed to:

Joseph Isaacs, Director of Regulatory Affairs
4274 Enfield Court, Suite 1600
Palm Harbor, FL 34685
Phone: 727-738-5552
Facsimile: 727-939-2672
E-mail: isaacs@isg-telecom.com

Applicant is a North Carolina Corporation, which was formed on March 8th, 2000. LMK Communications LLC is a wholly owned subsidiary of Clarity Communications Group, Inc. The company is headquartered at 9209 Baileywick Rd., Suite 203, Raleigh, NC 27615. Exhibit A depicts the Applicants Articles of Formation. Exhibit B is a copy of the Applicants Certificate of Foreign Authority and Exhibit C is a list of the names and addresses of the officers of the Company.

II. LMK Possesses the Technical, Managerial and Financial Expertise Necessary to Provide Local Exchange and Interexchange Service

T.C.A § 65-4-201 requires an applicant for a Certificate of Public Convenience and Necessity to show that it possesses sufficient management, financial and technical abilities to provide the applied for services.

LMK possesses the requisite technical, financial and managerial capabilities to operate as a competitive telecommunications provider. These capabilities are explained in detail below.

1. Financial Qualifications

LMK is financially able to provide the services proposed in its tariff as evidenced by its combined Financial Statements itself and its parent company for the years ended December 31, 2007 and December 31, 2008. Financials are attached hereto as Exhibit D.

2. Managerial Qualifications

LMK's senior management team is highly skilled, having acquired considerable experience in the telecommunications industry. Using this extensive expertise, LMK's management team has developed innovative marketing strategies. In conjunction with effective financial and operational measures, these marketing strategies will enable the company to provide quality service at competitive rates, while resulting in profitable operations for the Applicant. LMK has extensive experience in the technical, managerial, and financial aspects of the telecommunications industry.

3. Technical Qualifications

Applicant's key management personnel have significant business and telecommunications experience. LMK is currently authorized to provide local exchange and interexchange services in the states of North Carolina and Virginia. In addition, LMK has pending applications to provide local exchange and interexchange services in the states of Georgia & South Carolina. Applicant has never had such applications denied or dismissed. Applicant will also rely upon the technical expertise and telecommunications experience of its underlying carriers.

LMK will initially resell the facilities of the existing LECs or underlying carriers that presently serve Tennessee. LMK will primarily resell the facilities and services of AT&T. LMK will also use unbundled network elements and services purchased from AT&T and other incumbent local exchange providers, where applicable, to provide service through LMK's facilities.

Applicant's current business and network plans call for market entry via resold LEC and IXC facilities. When customer demand warrants, Applicant proposes to offer resold and facilities-based local exchange services. Such services will be provided by utilizing the facilities incumbent local exchange carriers ("LECs"), as well as through Applicant's own facilities.

Applicant seeks authority to provide resold and UNE based local exchange and interexchange services throughout the State of Tennessee. Applicant's local calling areas will coincide with the Incumbent Local Exchange Carrier's (ILEC) local calling areas. Upon its entry into the Tennessee market, Applicant has no intention of installing equipment for the provision of local exchange services. In

the future, when economically and technically feasible, Applicant may install facilities in Tennessee. Additionally, these services will be delivered over a combination of delivery mechanisms through incumbent local carriers' unbundled loop network, both copper and fiber and transport networks. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of Tennessee. Customers will be billed by Applicant. Applicant is committed to providing access to a local operator, directory assistance, 911 services, and dual relay services. Applicant is also willing to accept its obligations to collect 911 and dual relay service surcharges from its local exchange customers, and to remit those funds to the appropriate authorities.

As the foregoing illustrates, LMK possesses considerable telecommunications expertise. LMK is technically qualified to provide local exchange and interexchange telecommunications services in Tennessee.

See "Exhibit E" for complete resumes of LMK's management team.

4. Customer Service

LMK's customer service representatives are available to assist its customers and will promptly respond to all customer inquiries. Customers may call 877-925-2748 or a local number. The applicable toll free or local numbers will be printed on customer's monthly billing statements. Alternately, customers wishing to communicate with an LMK customer service representative in writing may send written correspondence to LMK at:

LMK Communications LLC
9650 Strickland Rd
#103-143
Raleigh, NC 27615
Phone: (919) 270-9833
Facsimile: (888) 899-1167

LMK's customer service representatives are prepared to respond to a broad range of service matters, including inquiries regarding: (1) the types of services offered by LMK and the rates associated with such services; (2) monthly billing statements; (3) problems or concerns pertaining to a customer's

current service; and (4) general service matters.

III. Description of Services Offered and Service Territory

LMK has filed with this Application proposed tariffs for both Local Exchange (“Exhibit L”) and Interexchange services (“Exhibit M”)

LMK expects to offer a full array of services to business customers, including the following:

Interexchange (switched and dedicated services):

- A. 1+ and 101.xxx.x outbound dialing
- B. 800/888/877 toll-free inbound dialing
- C. Data services

Local Exchange:

- A. Local Exchange Services for business and residence customers that will enable customers to originate and terminate local calls in the local calling area served by other LECs.
- B. Switched local exchange services, including basic service, trunks, carrier access, and any other switched local services that currently exist or will exist in the future.
- C. Non-switched local services (e.g., private line) that currently exist or will exist in the future.
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.
- E. Digital subscriber line, ISDN, and other high capacity services.

IV. Small and Minority Owned Telecommunications Business Participation Plan

The Applicant has attached as “Exhibit F”, its small and minority owned telecommunications plan in compliance with T.C.A. § 65-5-212.

V. Notice to Incumbent Providers

“Exhibit G” is a list of incumbent providers to whom notice has been provided.

VI. Toll Dialing Parity Plan

The Toll Dialing Parity Plan is attached as “Exhibit H”.

VII. Numbering Issues

The Applicant addresses numbering issues in “Exhibit I”.

VIII. Tennessee-Specific Operational Issues

Tennessee-specific operational issues are addresses in “Exhibit J”.

IX. Prefiled Testimony

LMK has provided pre-filed testimony in Exhibit K.

X. Miscellaneous

A. Authority in Other States

LMK is authorized as a CLEC and Interexchange Carrier in North Carolina and Virginia. LMK has pending applications in South Carolina and Georgia.

B. Customer Complaints

LMK has never has a customer complaint filed with a regulatory agency in any jurisdiction.

C. Public Rules and Orders

LMK will comply with all applicable statutes, rules and orders concerning its provisioning of telecommunications services in Tennessee.

II. Public Interest

This Application demonstrates that LMK, possesses the technical, financial and managerial resources to provide resold and facilities-based local exchange and interexchange service in the State of Tennessee. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the Tennessee telecommunications market. Ultimately, competition will compel all exchange telecommunications service providers to operate more efficiently and pass the resultant cost savings on to consumers. In addition, as a result of competition, the overall quality of local exchange and interexchange service will improve.

CONCLUSION

Wherefore, LMK Communications LLC, respectfully requests that the TRA (1) grant this petition for authority to operate as a reseller and facilities-based provider of local exchange and interexchange telecommunications services in the State of Tennessee and (2) grant such other relief as the Commission deems necessary.

Respectfully submitted,

By: _____
Joseph Isaacs, Director of Regulatory Affairs
LMK Communications LLC
4274 Enfield Court
Suite 1600
Palm Harbor, Florida 34685

VERIFICATION OF APPLICANT

I, Jennifer Menge, Assistant Corporate Secretary/Treasurer of LMK Communications LLC a North Carolina Corporation, the applicant for a Certificate of Public Convenience and Necessity from the Tennessee Regulatory Authority, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

LMK Communications LLC

By: _____
Jennifer Menge, Assistant Secretary/Treasurer

State of _____

County of _____

Sworn to me, the undersigned Notary Public on this _____ day of _____, 2009

Notary Public

EXHIBIT A

Certificate of Formation filed with the NC Secretary of State

EXHIBIT B

Certificate of Authority to Operate in Tennessee as a Foreign Corporation

EXHIBIT C

LIST OF CORPORATE OFFICERS AND OWNERSHIP

LMK Communications LLC is a 100% wholly owned subsidiary of Clarity Communications Group, Inc.

LMK has the following Corporate Officers:

President:	Todd W. Peverall
VP/Sec:	Andrew L. Carwile
Ass't Sec/Treasurer:	Jennifer Menge

Clarity Communications has the following owners:

Todd W. Peverall	50%	1,100 shares
Andrew L. Carwile	50%	1,100 shares

EXHIBIT D.1

LMK'S Consolidated Financial Statements for

Periods ending 12/31/07 & 12/31/08

(FILED UNDER SEAL – CONFIDENTIAL)

EXHIBIT D.2

LMK's PROFORMA FINANCIALS

2009 – 2010 - 2011

EXHIBIT E

Biographies of Selected LMK Management

Todd Peverall

Phone: 919-841-4550

Email: todd@networkclarity.com

PROFILE

Telecommunications professional and entrepreneur with an extensive knowledge of the CLEC, IXC, Wireless, and Internet industries. A proven track record in start-up operations with very strong sales and general management skills. Results-oriented team player with ability to lead, motivate, and direct an organization towards the obtainment of short and long term objectives.

PROFESSIONAL EXPERIENCE

CLARITY COMMUNICATIONS INC., Raleigh, NC

President / Founder (January 1998 to Present)

Created and executed the business plan that established a third party sales and marketing channel for electric utilities that own and operate commercial fiber optic networks. Negotiated agreements and established strategic relationships with Duke Energy (DukeNet Communications), Virginia Power (Dominion Telecom), American Electric Power (AEP Communications), Progress Energy (Progress Telecom) and PalmettoNet. Recruited, trained and managed the team responsible for the sales, marketing, pricing, network design, and support of local and long haul fiber optic network services in the Southeastern, United States. Established a large customer base in the IXC, Wireless, CLEC, DSL and ISP markets. Oversaw the operations that produced over \$40,000,000 in contracted sales for high capacity (OC-48, OC-12, OC-3, DS-3) leased line services and \$12,000,000 in dark fiber sales.

TIME WARNER COMMUNICATIONS, Raleigh, NC

Director of Sales (November 1996 to January 1998)

Responsible for the strategic planning, budgeting, revenue production, sales and marketing for CLEC operation. Recruited, hired, trained, and managed a staff of 8 sales and sales support personnel. Managed a 1997 capital budget of \$9 million and exceeded 1997 cash flow budget by 25%. Supervised the selling and implementation of over 2000 DS1, DS3 and ethernet LAN circuits. Number one revenue generating division (1995,1996,1997) and awarded Time Warner Communications' "Division of the Year" (1995, 1996) for best overall performance. Introduced 10 Mb/s virtual LAN ethernet connectivity product for large business data applications. Developed and implemented switched services marketing, sales, and pricing plans. Products included ISDN, digital trunks, analog trunks, business lines, DS1, DS3, OC-3, and OC-12 services.

Account Manager (April 1994 to October 1996)

Second employee hired at start-up CLEC operation. Presold DS1 and DS3 local access connectivity services for 6 months during SONET network construction and deployment. Target market included large businesses, interexchange carriers (IXCs), and Cellular/PCS providers. Negotiated network deployment into IXC Points Of Presence including MCI, Worldcom, AT&T, Sprint, and Cable & Wireless. Awarded Time Warner Communications' "Sales Person of the

Year” in 1995 for the production of \$6,500,000 in contracted revenue. Worked closely with engineering in the planning of capacity and routing of fiber optic SONET network deployment to optimize revenue potential.

LDDS/WORLDCOM, Raleigh, NC

Account Executive (March 1992 to March 1994)

First employee hired in Raleigh to begin new long distance communications branch office. Established internal operating procedures and conducted extensive market research. Generated own lead sources and sold both switched and dedicated long distance services to businesses throughout the southeastern USA. Two time winner of National Sales Contest and ranked in top 10% of company for both years of employment.

SKYCHEFS, Raleigh, NC

Assistant Production Manager (February 1989 to January 1992)

Managed a staff of thirty union employees in mass food production environment. Coordinated the operations responsible for the catering of 50 daily airline flights and achieved a flight delay ratio of 1 in 4300 departures. Reduced turnover by 30%. Responsible for inventory, product forecasting, staffing, training and expenses.

TRANSWORLD SYSTEMS, INC, Raleigh, NC

Sales Representative (February 1987 to December 1988)

Independent agent for nation’s largest collections agency. Averaged 50 telephone and personal cold calls per day and established a clientele of over 50 North Carolina companies. Consulted accounts receivable departments on the most cost effective and tactful methods of recovering aging receivables.

EDUCATION

University Of North Carolina at Chapel Hill

Bachelor Of Science in Industrial Relations and Economics, December 1985

REFERENCES

Available Upon Request

Andrew L. Carwile

413 LeGrande Avenue, Charlotte Court House, VA 23923

Virginia Office: (434) 542-4590

Raleigh Office: (919) 841-4551

EDUCATION

Bachelor of Science, Electrical Engineering, May 1991,
Virginia Polytechnic Institute and State University

EXPERIENCE

Vice President Engineering and Operations/ Founder, Clarity Communications Group, Inc, Raleigh, NC 1/98 - present.

Design and develop Clarity's Ethernet and Private Line point-to-point and multi-point products and network. Responsible for engineering and 'sales engineering' activity for major accounts throughout North Carolina and the southeast. Manage operations, and oversee accounting and financial transactions. Responsible for all product and network design strategy, and managing selection of equipment vendors and technology decisions.

Consultant, Eastern Telecom Consulting, Raleigh, NC 10/97 – 3/98.

Designed multi-city IP networks for several Internet-related start-up companies. Responsible for network design, implementation and operational consulting. Orchestrating building upfits and new installations by various equipment and telecommunications vendors at new locations in the southeast.

Account Management, Time Warner Communications, Raleigh, NC 2/95- 10/97.

Sold and managed competitive access and CLEC services. Produced approximately \$250,000 in monthly revenue. Ranked within top three account managers nationwide based on gross-volume for each year of employment. Helped plan network routes that took the Raleigh Division from 25 to 350 route-miles. Developed 10 Mb/s ATM virtual LAN transport product for national market. Nominated for most creative sale 1996. As part of two-person sales team, took division from zero revenue to \$6M per year. Awarded division of the year 1995 and 1996. Personally handled all Internet Service Provider accounts for the division. Other accounts included Cisco Systems, Blue Cross Blue Shield, Holiday Inn Reservation Center, First Citizen's Bank, Bell & Howell, MCI Internal Communications, AT&T Solutions, Quintiles, Interpath, Vnet, MCNC, CRL, NEXTEL, AT&T Wireless, GTE Mobilnet, and ALLTEL Mobil Communications.

Account Executive, T-1 Concepts, Raleigh, NC 1/94 - 2/95.

Designed and sold integrated network solutions and equipment. Built multi-state private data and voice networks for large telecommunications users in the Southeast. Focus on data transport

networks. Accounts included Indian Head Industries, DG Brakes, Diamond Hill Plywood, National Church Envelope Company, PPD, Smith Breeden, Vulcan Stone, Burlington Chemical, Burlington Industries, Huntington Bankshares, Hunter Industries and Hooker Furniture. Worked with various equipment distributors and manufacturers, including Newbridge Networks, Cisco Systems, ACC, AT&T, Motorola, and Adtran.

Market Analyst, Sprint Carrier Services Group, Atlanta, GA 12/92 - 1/94.

Worked with National Account Managers to propose telecommunications transport and switched services to second and third-tier long-distance carriers using Sprint's wholesale network. Handled Central Region Accounts for Chicago and Kansas City sales offices. Responsible for tracking revenues and market positions of over 1000 smaller carriers. Responsible for analyzing sales opportunities for profitability and special pricing review. Designed network growth plans and volume pricing structure for very large interconnection negotiations, including MCI/Sprint mutual-restoration pact, and LDDS/ATC merger. Provided day-to-day contact for regional Sales Vice Presidents regarding approval of project plans.

Cost Administrator, Sprint United Telephone, Bristol, TN 7/92 - 12/92.

Developed cost studies for rate and tariff negotiations, including work with FCC, VASCC, and TPSC. Created revised cellular interconnection tariff. Participated in negotiations with Cellular One and Centel Cellular representatives. Managed cost and revenue recovery studies for \$3.5M in billing during plan transition. Managed conversion of Feature Group A analog metering to billable EMR records.

Switch Engineer II, Sprint United Telephone, Bristol, TN 4/91 - 7/92.

Completed "management intern" program, including 6 month overview of telephony and company practices. Implemented NTAS engineering system to automate design and ordering process for Northern Telecom DMS-100 switch upgrades. Sited and deployed several small switch remotes. Transferred 'on-loan' to lost billables recovery project: Managed three-person programming team to re-write AMA/EMR translation program. Conceived adjunct process to create real-time database of unbillable record loss - improving billable percentage from 66% to 80% of daily records.

Other Related Experience:

Hardware Design Co-op, Northern Telecom / Bell Northern Research, RTP, NC. (1.5 yrs)

Telephone Installer II, Blacksburg, VA, 5/88 - 8/88.

Jennifer Menge, CPA, CFP
jennifer@networkclarity.com
9650 Strickland Rd Suite 103-143
Raleigh, NC 27615
(919) 270-9833

EDUCATION **UNIVERSITY OF FLORIDA, Gainesville, FL**
Master of Accounting, May 1997
Bachelor of Science, Accounting, May 1996

CERTIFICATIONS **Certified Public Accountant, State of North Carolina**
Certified Financial Planner

PROFESSIONAL EXPERIENCE

September 2001 - Present **Clarity Communications Group, Inc.**
Raleigh, NC

DIRECTOR OF FINANCE

- Responsible for compliance with all regulatory taxes, fees & surcharges
- Manage all Accounts Receivable and Accounts Payable activities
- Oversee employee benefits, including health insurance and retirement plans
- Coordinate business property, liability and business continuation insurance coverage
- Responsible for preparation of federal and multi-state tax returns for all entities in the Clarity group, including individual tax returns of the owners
- Manage cash flow
- Secure corporate financing
- Preparation of monthly payroll and remittance of taxes
- Coordinated application process to obtain North Carolina CLEC License for LMK Communications LLC, owned 100% by Clarity

January 2001 - September 2001 **Ennis, Pellum & Griggs CPAs**
Ponte Vedra Beach, FL

SENIOR TAX ASSOCIATE

- Prepare tax returns for Individuals, Partnerships, S and C Corporations, Not-for-Profit organizations, and Trusts & Estates

July 2000 – December 2000 **PricewaterhouseCoopers LLP**
New York, NY

SENIOR TAX ASSOCIATE – PERSONAL FINANCIAL SERVICES

- Personal financial planning activities for high net worth individuals including the preparation and review of federal and multi-state individual tax returns
- Prepare and review tax returns for Not-for-Profit organizations, including Private Foundations
- Prepare and review tax returns for Partnerships, S and C Corporations
- Review of financial statements compiled by clients

July 1999 - May 2000 **Walker & Powers CPAs**
Raleigh, NC

SENIOR ACCOUNTANT

- Prepare tax returns for Individuals, S and C Corporations, and Partnerships
- Participate in audits, reviews, and compilations of Financial Statements

August 1997 – July 1999 **PricewaterhouseCoopers LLP**
Raleigh, NC

EXHIBIT F
SMALL AND MINORITY OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

SMALL AND MINORITY OWNED TELECOMMUNICATIONS BUSINESS

PARTICIPATION PLAN OF LMK COMMUNICATIONS LLC

Pursuant to T.C.A. §65-5-112, as amended, LMK Communications LLC (“LMK”) submits this small and minority-owned telecommunications business participation plan. (“the Plan”) along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of T.C.A. §65-5-112 is to provide opportunities for small and minority owned businesses to provide goods and services to Telecommunications service providers. LMK is committed to the goals of §65-5-112 and to taking steps to support the participation of small and minority owned Telecommunications businesses in the telecommunications industry. LMK will endeavor to provide opportunities for small and minority owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. LMK’s representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority owned Telecommunications assistance program, to obtain a list of quality vendors. Moreover, LMK will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

As defined in §65-5-112.

Minority-Owned Business. Minority owned business shall mean a business which is solely owned, or at least fifty one (51%) percent of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million (\$4,000,000) dollars.

Small Business. Small Business shall mean a business with annual gross receipts of less than four million (\$4,000,000) dollars.

III. ADMINISTRATION

LMK’s Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting LMK’s full efforts to provide equal opportunities for small and minority owned businesses. The

Administrator of the Plan will be:

Jennifer Menge
9209 Baileywick Road
Suite 203
Raleigh, NC. 27615
Phone: 919-270-9833
Facsimile: 888-899-1167

The Administrator's responsibilities will include:

1. Maintaining an updated Plan in full compliance with §65-5-112 and the rules and orders of the Tennessee Regulatory Authority
2. Establish and developing policies and procedures necessary for the successful implementation of the Plan.
3. Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including filing of required annual updates.
4. Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority owned businesses to locate and use qualified small and minority owned business as defined in §65-5-112.
5. Searching for and developing opportunities to use small and minority owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
6. Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Regulatory Authority.
7. Establishing a record keeping system to track qualified small and minority owned businesses and efforts to use such businesses.
8. Providing information and educational activities to persons within LMK and training such persons to seek out, encourage and promote the use of small and minority owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including, but not limited to:

1. Chamber of commerce
2. The Tennessee Department of Economic & Community Development
3. The United States Department of Commerce
4. Small Business Administration
5. Office of Minority Business
6. The National Minority Supplier Development Counsel
7. The National Association of Women Business Owners
8. The National Association of Minority Contractors
9. Historically Black Colleges, Universities and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority owned businesses will include offering, where appropriate and feasible, small and minority owned businesses assistance with technical, insurance, bonding, licensing, production and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

LMK will maintain records of qualified small and minority owned businesses and efforts to use the goods and services of such businesses. In addition, LMK will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this Plan.

LMK will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, LMK will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

LMK Communications LLC

By: _____
Jennifer Menge, Assistant Secretary/Treasurer

Dated: _____

EXHIBIT G
NOTICE TO INCUMBENT PROVIDERS

NOTICE

The following carriers have been provided a copy of the filing of an Application for Certificate of Public Convenience and Necessity by LMK. I certify that such Notice of the Application has been served upon the following carriers via U.S. Mail.

Ardmore Telephone Company 517 Ardmore Avenue Ardmore, Tennessee 38449	Bellsouth 333 Commerce Street Nashville, Tennessee 32701
Century Telephone of Adamsville 116 N. Oak Street Adamsville, Tennessee 38310	Century Telephone of Claiborne 507 Main Street New Tazewell, Tennessee 37825
Century Telephone of Ooltwah-Collegedale Inc. 5616 Main Street Ooltwah, Tennessee 37363	Citizens Communications Company of Tennessee 300 Bland Street Bluefield, West Virginia 24701
Citizens Communications Company of the Volunteer State 300 Bland Street Bluefield, West Virginia 24701	Loretto Telephone Company Inc PO Box 130 Loretto, Tennessee 38469
Millington Telephone Company, Inc. 4880 Navy Rd. Millington, Tennessee 38083-0429	Sprint-United 112 Sixth Street Bristol, Tennessee 37620
TDS Telecom-Concord Telephone Exchange, Inc. 701 Concord Road Knoxville, Tennessee 37933	TDS Telecom-Humphreys County Telephone Co. 203 Long Street New Johnsonville, Tennessee 37134
TDS Telecom-Tellico Telephone Company, Inc. 102 Spence Street Tellico Plains, Tennessee 37385	TEC-Crockett Telephone Company, Inc. PO Box 7 Friendship, Tennessee 38034
TEC – People’s Telephone Company, Inc. PO Box 310 Erin, Tennessee 37061	TEC-West Tennessee Telephone Company, Inc. 244 E. Main St. Bradford, Tennessee 38316
United Telephone Company 120 Taylor Street Chapel Hill, Tennessee 37034	TDS Telecom – Tennessee Telephone Company PO Box 18139 Knoxville, Tennessee 37928

This 14th day of August, 2009

Joseph Isaacs, Director of Regulatory Affairs
LMK Communications LLC

EXHIBIT H
TOLL DIALING PARITY PLAN

INTRALATA TOLL DIALING PARITY IMPLEMENTATION PLAN

Pursuant to the Federal Communications Commission (“FCC”) Order 99-54 in CC Docket No. 96-98 (Implementation of the Local Competition Provisions of the Telecommunications Act of 1996) LMK Communications LLC (“LMK” or “the Company”) hereby submits its IntraLATA Toll Dialing Parity (1+ presubscription) Implementation Plan (“Plan”).

I. OBJECTIVE/PURPOSE

LMK seeks authority from the TRA to provide telecommunications services within the State of Tennessee as a competing local provider (“CLP”).

The Company’s Implementation Plan would enable Customers to route intraLATA toll calls (intraLATA 1+ and 0+ calls), plus directory assistance (1+area code + 555-1212), without the use of access codes, to the customer’s pre-selected interexchange carrier (IXC).

II. GEOGRAPHIC AVAILABILITY

IntraLATA presubscription (“ILP”) is available in all LATA’s where LMK will provide its resold and facility-based (UNE based) telecommunications services within the State of Tennessee. ILP will be available in all exchanges of the underlying local exchange carrier where LMK provides local resale, facilities-based and UNE based services.

III. IMPLEMENTATION SCHEDULE

LMK intends to offer dialing parity for IntraLATA toll calls upon the later of: (i) 30 days after TRA approves the Company’s Plan, or (ii) the commencement of the provision of local exchange services. LMK will be offering exchange services as a reseller and UNE based provider, and will rely upon the capabilities of the underlying incumbent local exchange company (“ILEC”) to provide intraLATA toll dialing parity. Accordingly, the Company’s retail customers may chose an IXC that has established itself as an access customer under the underlying ILEC’s access tariff.

IV. CARRIER SELECTION PROCESS

LMK will implement full 2-PIC (“primary Interexchange Carrier”) capability for interLATA and intraLATA presubscription. The full 2-PIC methodology allows customers to presubscribed to one carrier for intraLATA toll calls, and the same or a different carrier for Inter LATA toll calls.

LMK will ensure that new customers have the opportunity to choose their intraLATA toll carrier. Company employees who communicate to the public, accept orders and serve in customer service capacities will explain the availability of the 2-PIC equal access and intraLATA toll duality parity. Such employees will also assist customers in making an initial PIC choice, or in changing the PIC choice for intraLATA and interLATA toll calls.

A. Existing Customers

LMK has no existing customers in Tennessee

B. New Customers

A new customer contacting LMK to request new local exchange service will be advised of the opportunity to choose both an intraLATA and interLATA toll provider. If requested by the customer, LMK will provide a competitively neutral list of participating telecommunications carriers that provide intraLATA toll services in the customer's exchange. A new customer who does not select an intraLATA toll carrier will be identified as "no-PIC", and will NOT be automatically defaulted to a carrier. A "no-PIC" customer will be unable to make intraLATA toll calls on a 1+ or 0+ dialed basis, and will be required to dial the access code of a carrier (101XXXX) to place intraLATA toll calls until the customer chooses an intraLATA toll carrier.

V. CARRIER NOTIFICATION

IXC's will be notified via letter that they must contact LMK directly if an end-user using the Company's resold or UNE based services desires to change to that IXC. LMK will obtain a list of current IXC's from the TRA for mailing to all currently certificated IXC's. As a reseller, the Company will not have any access services or carrier customers in Tennessee who need to be informed of the availability of duality parity. Should LMK provide access services as a UNE or facilities-based provider, the Company's access customers will be informed of the availability of dialing parity.

VI. PIC CHANGE CHARGE

The charge for a PIC change will be stated in the Company's tariff, and will be filed with the TRA.

EXHIBIT I
NUMBERING ISSUES

NUMBERING ISSUES

1. **What is your Company's expected demand for NXX's per NPA within a year of approval of your application?**

LMK expects demand for NXX's per NPA, within a year after approval of its Application to be approximately one (1) NXX block of 500 per rate center in each NPA where the Company intends to provide service (*see question #3*) with exception.

2. **How many NXX's do you estimate that you will request from NANPA when you establish your service footprint?**

LMK estimates it will request a total of approximately five (5) blocks of NXX's from NANPA when establishing its service footprint in Tennessee. Under the current environment, without number pooling, LMK will need to obtain five (5) blocks of 1,000 NXX's or a total of 5,000 NXX's to meet its market requirements.

3. **When and in what NPA do you expect to establish your service footprint in Tennessee?**

LMK currently expects to establish its footprint in Tennessee in the following NPA's by December 2010: Nashville (615 & 931); Memphis (731 & 901); Chattanooga (423) and Knoxville (423 & 865).

4. **Will the Company sequentially assign telephone numbers within NXX's?**

As a general rule, LMK will sequentially assign telephone numbers within NXX's; however, in instances when a customer initiates the selection of non-sequential numbers, LMK will evaluate the request on a case-by-case basis. If LMK accepts the request, it will assign the non-sequential numbers from its existing inventory.

5. **What measures does the Company intend to take to conserve Tennessee numbering resources?**

LMK intends to take the following steps to conserve Tennessee numbering resources:

- (a) **Local Number Portability (LNP).** LMK currently projects that a significant number of its new customer base will be obtained through the conversion of customers with existing telephone service from other carriers. LMK estimates that the majority of these customers will elect to retain their existing phone numbers, thereby reducing the net amount of new telephone numbers that need to be released to serve the same population of customers.
- (b) **Advanced Inventory management Systems.** Pursuant to LMK internal numbering policy, LMK will return telephone numbers to the internal modern inventory management system

after actual customer disconnections and sixty (60) days of playing the number change announcement. These numbers will then be immediately available for reuse.

- (c) **Number Pooling.** LMK will support Number Pooling where available. LMK will initially check with the internal inventory management system before using new numbering resources. In addition, LMK will return those blocks of NXX's that are not used by LMK within a reasonable amount of time.

6. When ordering new NXX's for growth, what percentage fill of an existing NXX does the Company use to determine when a request for a new NXX be initiated?

When ordering new NXX's for growth, LMK intends to use 80% fill of an existing NXX to determine when a request for new NXX's will be initiated. The LMK algorithm used to calculate the percentage-fill trigger for ordering new NXX's is a function of current LMK consumption rates, future market projections for that region and estimated timeframes for obtaining new NXX's. LMK strives to implement one of the most efficient operational systems in the industry and will continue to optimize the ordering of new NXX's as the variable rates change to preserve Tennessee numbering resources.

EXHIBIT J
OPERATIONAL ISSUES

TENNESSEE SPECIFIC OPERATIONAL ISSUES

- 1. How does the Company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.**

The Company will follow industry standard guidelines in complying with the toll-free countywide calling requirements in TCA §65-21-114. Specifically, the Company is developing an internal Operational Support System (OSS) that will measure all basic and toll free calls by length of call, time of day call is placed, and distance called. This data will be compiled and collected along with Call Detail Records (CDR) and the data in the company's pre-loaded database containing Tennessee Countrywide Calling Information (TCCI), and then processed by the internal billing mediation systems to determine the billable calls. In Tennessee, countywide calls will NOT be assessed a toll charge.

- 2. Is the Company aware of the Countywide Calling Database maintained by BellSouth and the procedures to enter your telephone numbers into that database?**

As part of the interconnection implementation process, the Company will coordinate with BellSouth to identify and follow applicable procedures for entry of the Company's telephone numbers into BellSouth's Tennessee Countywide Calling Database.

- 3. How does your Company intend to provide metro area toll-free calling ("MAC") around Memphis, Nashville, Knoxville and Chattanooga?**

The Company's practice has been to establish toll-free local calling scopes which meet or exceed the toll-free local calling scopes of the Incumbent Local Exchange Carrier serving in the same market area. The Company anticipates following this practice for its Tennessee operations.

- 4. Is the Company aware of the MAC database maintained by BellSouth and the process and procedures to enter your telephone numbers into the database?**

As part of the interconnection implementation process, the Company will coordinate with BellSouth to identify and follow applicable procedures for entry of the Company's telephone numbers into BellSouth's MAC database.

- 5. Please provide the name and telephone number of an employee of the Company that will be responsible to work with the TRA on resolving customer complaints.**

The individual in charge of responding to customer complaints will be Jennifer Menge. The Company currently has 877-925-2748 as its primary toll free number for complaints.

- 6. Does the Company intend to telemarket its services in Tennessee? If yes, is the Company aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et. seq.* and Chapter 1220-4-11?**

The Company does not currently have any plans to telemarket its services in Tennessee. If, however, these plans change, the Company's telemarketing practices will comply with both P Federal and Tennessee statutes and regulations.

EXHIBIT K
PRE-FILED TTESTIMONY
OF
JENNIFER MENGE

EXHIBIT L
PROPOSED LOCAL EXCHANGE TARIFF

EXHIBIT M
PROPOSED INTEREXCHANGE TARIFF

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

**FURNISHED BY
LMK COMMUNICATIONS LLC
WITHIN THE STATE OF TENNESSEE**

This tariff is on file with the Tennessee Regulatory Authority. 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

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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.

PAGE	REVISION NO.	PAGE	REVISION NO.
1	Original	23	Original
2	Original	24	Original
3	Original	25	Original
4	Original	26	Original
5	Original	27	Original
6	Original	28	Original
7	Original	29	Original
8	Original	30	Original
9	Original	31	Original
10	Original	32	Original
11	Original	33	Original
12	Original	34	Original
13	Original	35	Original
14	Original	36	Original
15	Original	37	Original
16	Original	38	Original
17	Original	39	Original
18	Original	40	Original
19	Original	41	Original
20	Original	42	Original
21	Original		
22	Original		

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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.

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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 Georgia. 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.

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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 Tennessee.
- 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 wavier, 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 Georgia.

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.

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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.

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.

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.

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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).

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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.

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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.

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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.

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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 by written notice 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.

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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 falls 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, and/or to provide the Company with such other assurances of, or security for, the payment of charges for Services as the Company may deem necessary in its sole judgement and discretion. 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. All deposits will be collected in accordance with Regulations.

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 (1) 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 prior written 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.

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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.

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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.

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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.

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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.

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.

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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.

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 Tennessee.

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.

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.

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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 Tennessee.

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.

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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 Tennessee.

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).

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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 twenty dollars (\$20.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.4 Reconnection Fee

A charge of twenty dollars (\$20.00) 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

Processing/Application Fee	\$10.00
Reconnection/Activation Fee	\$50.00
Restoral Fee	\$25.00
Add/Change/Delete Features	\$15.00
Caller ID Set-up	\$10.00
Change Name	\$15.00
Change Telephone Number	\$25.00
Trip Charge	\$90.00
Move Order	\$50.00

4.8.2 Recurring Charges

Business Basic Service	\$59.99
Call Restriction	Included
Directory Listing	Included
911 Service	Included
Area Calling (where available)	\$25.00
FCC Authorized Line Fee	\$ 7.00
Local Number Portability	\$ 0.50

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SECTION 4 – RATES (Cont)

4.8 Business Local Exchange Services (cont.)

4.8.3 Individual Feature Recurring Charges

Call Block	\$ 6.99
Call Forwarding	\$ 6.99
Call Return	\$ 7.99
Call Trace	\$11.99
Call Waiting	\$ 6.99
Caller ID	\$ 9.99
Speed Dial	\$ 5.99
Three-Way Calling	\$ 6.99
Unpublished Number	\$ 4.99
Voice Mail	\$ 8.99

4.8.4 Directory Assistance

“1-411” local directory assistance	\$ 1.29 per call
“1-xxx-555-1212” directory assistance	\$ 0.99 per call

4.9 Leased Line Service – Nonrecurring Installation Charges

<u>Transmission Speed</u>	<u>12 month Contract term</u>
---------------------------	-------------------------------

DS1	\$1,000
-----	---------

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>
---------------------------	-------------------------------

DS1	\$0.1210
-----	----------

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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SECTION 5 – TENNESSEE COMPLIANCE

5.1 County Wide Calling

Pursuant to TCA §65-21-114, all calls originating and terminating within the same county are toll-free.

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TELECOMMUNICATIONS SERVICES

RESALE INTEREXCHANGE TELECOMMUNICAITONS SERVICES
AND RULES AND REGULATIONS
GOVERNING SERVICE

This tariff is on file with the Tennessee Regulatory Authority.

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

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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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3	Original	25	Original
4	Original	26	Original
5	Original	27	Original
6	Original	28	Original
7	Original	29	Original
8	Original	30	Original
9	Original	31	Original
10	Original	32	Original
11	Original	33	Original
12	Original	34	Original
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14	Original	36	Original
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or 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 that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
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- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by LMK COMMUNICATIONS LLC between various locations within the State of Tennessee.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code: A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station: The terminating point of a call (i.e., the called number).

Calling Card: A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission: Tennessee Regulatory Authority

Company: LMK COMMUNICATIONS LLC ("LMK")

Credit Card: A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer: The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Dedicated Access: Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection: The termination of a circuit connection between the originating station and the called station or the Company's operator.

Subscriber: See "Customer" definition.

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SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF THE COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Tennessee.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. LIMITATIONS OF SERVICE, Continued**

- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. USE, Continued**

- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Tennessee law. The Company shall not be responsible for claims made outside the thirty (30) day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. INTERRUPTION OF SERVICE**

- 2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.5.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.5.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.7. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.8. PAYMENTS AND BILLING

- 2.8.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.8.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.8.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. PAYMENTS AND BILLING, Continued**

- 2.8.4. A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.8.5. Billing disputes should be addressed to Company's customer service organization via telephone. Customer service representatives are available from 8:00 AM to 6:00 P.M. Central Time. Messages may be left for Customer Services from 5:01 PM to 7:59 AM Central Time, which will be answered on the next business day. In the event of an emergency that threatens customer service, Customer Service Staff may be paged.
- 2.8.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Tennessee Regulatory Authority for its investigation and decision.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. CANCELLATION BY CUSTOMER**

- 2.9.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.9.2. Customer is responsible for usage charges and associated local exchange company charges, if any, while still connected to the Company's service, even if the customer utilizes services rendered after the Customers request for cancellation has been made.
- 2.9.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
 - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

2.10. CANCELLATION BY COMPANY

- 2.10.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
 - A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION BY COMPANY, Continued****2.10.1. Continued**

- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.10.2. Company may discontinue service according to the following conditions upon five (5) days' notice:

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the utility and Customer.

2.10.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION BY COMPANY, Continued**

- 2.10.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.11. INTERCONNECTION

- 2.11.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.11.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.12. DEPOSITS AND ADVANCE PAYMENTS

To ensure payment for services, the Company may at any time and at its sole discretion require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of its responsibility for prompt payment of bills. Deposits will only be asked for on dedicated services. Customer deposits would consist of a one week letter of credit, inclusive of one week prepaid estimated usage to be adjusted as usage increases.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.13. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.14. TAXES

The applicable Gross Revenue Surcharge rates and Metropolitan Transportation Business Tax Surcharge (MTA) tax rates are shown in an Appendix attached to this tariff. Any changes to these rates will be filed on fifteen (15) days' notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of the change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.

2.15. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

- 2.15.1. The Schools and Libraries Discount program permits eligible schools (public, private, grades Kindergarten through 12) and libraries to purchase the Company's services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the F.C.C. in its Universal Service Order 97-157, issued May 8, 1997 and the Tennessee Regulatory Authority in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 *et. seq.*

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM, Continued**

2.15.2. As indicated in the Rules, the discounts will be between twenty (20) and ninety (90) percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2.15.3. Obligations of eligible schools and libraries are as follows:

- A. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- B. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- C. Services requested will be used for educational purposes.
- D. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM, Continued****2.15.4. Obligations of the Company are as follows:**

- A. Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- B. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- C. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to Tennessee Regulatory Authority approval.

2.15.5. Discounted rates for schools and libraries will be based on the following:

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the F.C.C. Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.16. HEALTH CARE PROVIDERS' SUPPORT PROGRAM****2.16.1. General**

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services available in this Tariff. Such Services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and codified at 47 Code of Federal Regulations (C.F.R.) 54.601 *et. seq.* and any amendments made thereto.

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible service used by an eligible health care provider.
- D. Responsibility of eligible health care providers:
 - 1. Rural health care providers and consortia shall participate in a competition bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.16. HEALTH CARE PROVIDERS' SUPPORT PROGRAM, Continued****2.16.1. General, Continued****D. Responsibility of eligible health care providers, Continued**

2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
4. A health care provider that cannot obtain toll-free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

E. Responsibility of the Company:

1. The Company shall offer the rates and charges as specified in Section 4 to eligible health care providers to the extent that facilities and Services are available and offered.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.16. HEALTH CARE PROVIDERS' SUPPORT PROGRAM, Continued****2.16.1. General, Continued****E. Responsibility of the Company, Continued**

3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to Tennessee regulatory Authority approval.

2.16.2. Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph C., which shall be available to all eligible health care providers, regardless of location.

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in State of Tennessee with a population of at least 50,000.
- B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in State of Tennessee with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.16. HEALTH CARE PROVIDERS' SUPPORT PROGRAM, Continued****2.13.2 Rates and Charges, Continued**

- B. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charges are available pursuant to applicable toll tariffs.

2.17. FLEXIBLE PRICING

- 2.17.1 Flexible pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the established range of rates on one day's notice to Customers and the Commission.
- 2.17.2 The Company may change prices at any time subject to regulatory requirements by filing a revised Effective Rate Schedule, Addendum, with the Commission. A rate shall not be changes unless it has been in effect for at least thirty (30) days.
- 2.17.3 Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations.
- 2.17.4. A Customer may request that the Company disconnect service that is provided under the flexible pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within twenty (20) days of receiving notification of the price increase.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1. TIMING OF CALLS**

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers, (i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party answers is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all calls is eighteen (18) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.4 DISTANCE CALCULATIONS**

- 3.3.1. Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- 3.3.2. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

$$\sqrt{\frac{(V1-V2) + (H1 - H2)}{10}}$$

3.4. SERVICE OFFERING**3.4.1. Switched Access Services**

Switched access services allows a customer to establish a communications path between two stations by using uniform dialing plans, as well as access to operator assisted calling.

A. Inbound Switched Service

Inbound switched service receives inbound intrastate calls on switched access lines using 800, 866, 877 or 888 number(s).

B. Outbound Switched Service

Outbound switched service sends outbound intrastate calls on switched access lines by dialing "1+ten digits" for InterLATA calls.

3.4.2. Dedicated Access Services

Dedicated Access Service allows a customer to access the Company's long distance network via DS1 (1.544 Mbps) or larger dedicated circuits. Dedicated circuits will bypass the local central office and not be considered switched.

A. Inbound Dedicated Services

Inbound dedicated service receives inbound intrastate calls on DS1 (1.544 Mbps) or larger dedicated circuits using 800, 866, 877 or 888 number (s).

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.4 SERVICE OFFERING, Continued****B. Outbound Dedicated Services**

Outbound dedicated services sends outbound intrastate calls on DS1 (1.544 Mbps) or larger dedicated circuits.

3.4.3 Local Integrated Services Digital 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.

3.4.4 Leased Line Service

The company offers leased line services capable of transmitting voice and data. The Customer's total use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly services charges. None of the service offerings are time-of-day sensitive.

For leased line telecommunications services, the Company offers rates on a "month-to-month" basis, and on a term agreement contract basis. Rates are based on a number of factors, including mileage and Customer commitment to a volume of service for a fixed term of months.

Leased line services are available from the Company where technically and economically feasible.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.4 SERVICE OFFERING, Continued**

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's network specified by the Customer. Leased Line service is provided to Customers with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps).

3.4.5 Operator Services is a service offering subscribers access to operator assisted calling including person-to- person, collect, station-to-station and third number billed calls.

3.4.6 Directory Assistance is offered as an ancillary service exclusively to the Company's customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212."

3.5. 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 approved by the Commission with specific starting and ending dates, and made part of this Tariff.

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SECTION 4 - RATES**4.1. SERVICE CHARGES**General Rate Information**4.1.1 Call Duration**

Customers shall be charged a minimum amount for all completed calls equivalent to 6 seconds of their subscribed rate plan with a minimum charge for an initial 18 second interval.

4.1.2 RBOC - ITC Surcharge

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customers total origination usage through a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). The Company shall apply a surcharge of three cents (\$0.03) per minute of use to the number of minutes that exceed twenty (20%) percent of the total non-RBOC termination minutes and four cents (\$0.04) per minute of use to the number of minutes that exceed fifteen (15%) percent of the total Non-RBOC origination minutes.

4.1.3 Charge for Non-Billable Toll Free Calls

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than seven (7%) percent of the billable completed calls for such toll-free number in that month, the Company may charge the Customer a non-discounted two cent (\$0.02) charge for each non-billable call.

4.1.4 Toll-Free Minimum Usage Charge

If a customer does not use \$100.00 of switched inbound toll-free usage in a billing month, then a fifteen (\$15.00) dollar minimum usage charge will be billed for each toll-free number terminating to switched local telephone line(s) reserved for the Customer.

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SECTION 4 - RATES

4.2 RATE SCHEDULES

4.2.1 Inbound Switched Service

Inbound Switched Service - \$0.089 per minute

4.2.2 Outbound Switched Service

Outbound Switched Service - \$0.059 per minute

4.2.3 Inbound Dedicated Service

Inbound Dedicated Service - \$0.059 per minute

4.2.4 Outbound Dedicated Service

Outbound Dedicated Service - \$0.039 per minute

4.2.5 Leased Line Service – Nonrecurring Installation Charges

<u>Transmission Speed</u>	<u>12 month Contract term</u>
DS1	\$1,000

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

4.2.6 Leased Line Service – Base rates for Recurring Charges

<u>Transmission Speed</u>	<u>12 month Contract term</u>
DS1	\$0.1210

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**4.2 RATE SCHEDULES, Continued****4.2.7 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).

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SECTION 4 - RATES**4.3 ANCILLARY CHARGES**

	<u>MRC</u>	<u>NRC</u>
Outbound Account Codes (non-verified)	\$10.00	\$ 25.00
Outbound Account Codes (verified)	\$10.00	\$ 25.00
Inbound Account Codes (non-verified)	\$60.00	\$ 85.00
Inbound Account Codes (verified)	\$60.00	\$ 85.00
Monthly CDR per CD Rom	\$75.00	\$ 00.00
PICC Surcharges:		
Business Single Line	\$00.00	\$ 00.00
Business Multi Line	\$ 1.50	\$ 00.00
Centrex	\$ 0.53	\$ 00.00
ISDN Line/BRI	\$ 2.81	\$ 00.00
ISDN/PRI	\$23.92	\$ 00.00
Direct Termination Overflow (per order)	\$90.00	\$ 75.00
8YY SMS Fee (per active 8YY)	\$ 0.80	\$ 0.50
8YY Directory Assistance (per 8YY listed)	\$35.00	\$ 35.00
8YY Area Code Blocking	\$00.00	\$ 35.00
8YY DNIS Delivery (per order)	\$00.00	\$700.00
8YY ANI Delivery (per trunk Group)	\$75.00	\$150.00
Unauthorized PICC (per ANI)	\$00.00	\$ 25.00
Network Interconnection Charge	\$00.00	\$250.00

Direct Termination Overflow – Allows a dedicated access line customer to control possible congestion of calls placed on an 8YY number by sending overflow calls to another 8YY trunk group, WATS access line, dedicated line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 8YY numbers on the same terminating trunk group by sending special identification digits along with the 8YY call to the customer site. Customer must have proper equipment to receive Real Time ANI.

Real Time ANI – Allows a dedicated customer to receive ANI of the calling party if the call originates from an equal access end office. Real Time ANI is currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

Special Routing Features – Special Routing features such as time of Day of Week routing, Holiday routing, Time of Day routing and Percentage Allocation routing are not available.

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SECTION 4 – RATES**4.4 OPERATOR ASSISTED CALLS**

Per Call Services and Rates	<u>RATE</u>
Busy Line Verification	\$2.00
Operator Verification/Interrupt Service	\$2.00
Third Number Billed	\$2.00
Collect	\$2.00
Person-to-Person	\$4.00
Station-to-Station	\$2.00
911 Emergency Service	\$0.00
Per minute rate	\$1.00

4.5 DIRECTORY ASSISTANCE

	<u>Min. Per Call</u>	<u>Max. Per Call</u>
Directory Assistance	\$1.10	\$2.00
Directory Assistance Call Completion	\$1.10	\$2.00

4.6 MISCELLANEOUS CHARGES**4.6.1. Late Payment Charge**

Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

4.6.2. Returned Check Charge

A charge of \$20.00 or five (5) percent of the amount of the check will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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SECTION 4 – RATES**4.7 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and made part of this Tariff.

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1 STATE OF TENNESSEE

2
3 BEFORE THE TENNESSEE REGULATORY AUTHORITY
4

5 DOCKET NO. _____
6

7 Application of LMK COMMUNICATIONS LLC)
8 For a Certificate of Public Convenience and Necessity)
9 to Provide Interexchange and Local Exchange)
10 Telecommunications Services.

11
12
13
14 LMK COMMUNICATIONS LLC
15

16 Testimony of
17

18 JENNIFER MENGE
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1 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND TELEPHONE**
2 **NUMBER.**

3 **A.** My name is JENNIFER MENGE. My business address is 9209 Baileywick Road, Suite
4 203, Raleigh, North Carolina, 27615. My telephone number is (919) 270-9833.

5 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

6 **A.** I am the Assistant Secretary and Treasurer for LMK Communications LLC (“LMK”), the
7 Applicant in this proceeding, and its parent company Clarity Communications Group,
8 Inc.

9 **Q. WHAT ARE YOUR RESPONSIBILITIES WITH LMK CORPORATION?**

10 **A.** As Secretary and Treasurer of LMK, I am responsible for LMK’s day-to-day operations,
11 excluding sales and marketing, for the company’s ongoing profitability. I also oversee the
12 financial responsibility of the Applicant’s parent company and the principles.

13 **Q. PLEASE DESCRIBE YOUR PREVIOUS PROFESSIONAL EXPERIENCE.**

14 I have extensive professional and industry specific experience necessary to ensure
15 LMK’s continued success including twelve (12) years of dealing with complex finance.
16 Prior to joining the Clarity team I worked as a senior accountant and personal finance
17 consultant at Price Waterhouse Cooper. Since 2001 I have managed the financial affairs
18 of LMK, its parent company Clarity and all of the principles. I have experience in
19 customer service, collections, taxes, financing and business practice management.

20 **Q. HAS LMK REGISTERED TO DO BUSINESS IN TENNESSEE?**

21 **A.** Yes, LMK has obtained authorization from the Tennessee SOS.

1 **Q. ARE YOU FAMILIAR WITH THE APPLICATION SUBMITTED BY YOUR**
2 **COMPANY TO THE TENNESSEE REGUALTORY AUTHPRITY?**

3 **A. Yes, I am.**

4 **Q. DO YOU CONFIRM THE STATEMENTS AND REPRESENTATIONS MADE IN**
5 **THAT APPLICATION?**

6 **A. Yes, I do.**

7 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

8 **A. My testimony addresses LMK, Inc.'s practices and proposed Tennessee services, and**
9 **demonstrates that LMK possesses the financial, technical, managerial, and operational**
10 **capabilities to operate as a provider of competitive local exchange and Interexchange**
11 **telecommunications services in Tennessee, as well as LMK's intent to comply with all**
12 **applicable TRA regulations.**

13 **Q. PLEASE DESCRIBE THE AUTHORITY THAT LMK SEEKS FROM THE**
14 **TENNESSEE REGULATORY AUTHORITY.**

15 **A. LMK, Inc. seeks a certificate of authority to provide resold and facilities-based local**
16 **exchange and interexchange telecommunications services throughout the State of**
17 **Tennessee. LMK, Inc. proposes to provide its services through the resale of ILEC**
18 **services and via a UNE platform of BellSouth within the State of Tennessee.**

19

20

1 **Q. IN WHAT GEOGRAPHIC AREA DOES LMK REQUEST AUTHORITY TO**
2 **PROVIDE LOCAL EXCHNAGE AND INTEREXCHANGE SERVICES?**

3 **A.** LMK request authority to provide services on a statewide basis subject to rural service
4 area limitations as described in the Application.

5 **Q. HAS LMK OR ITS AFFILIATES BEEN AUTHORIZED TO PROVIDE SUCH**
6 **SERVICE IN ANY OTHER JURISDICTIONS?**

7 **A.** Yes, LMK is authorized to provide such services in both North Carolina and Virginia.
8 LMK currently has a pending petition in Georgia and South Carolina.

9 **Q. HAS LMK EVER BEEN DENIED AUTHORIZATION BY A STATE**
10 **REGULATORY AGENCY?**

11 **A.** No, LMK has never been denied authorization by any State or Federal regulatory agency.

12 **Q. HAS LMK PROVIDED SERVICE UNDER ANY OTHER NAME?**

13 **A.** LMK has not provided telecommunications services under any other name.

14 **Q. HAVE ANY COMPLAINTS OR JUDGEMENTS BEEN LEVIED AGAINST THE**
15 **COMPANY?**

16 **A.** No complaints or judgments have been levied against the company.

1 **Q. PLEASE DESCRIBE THE CORPORATE STRUCTURE OF LMK**

2 **A.** LMK, Inc. is a Limited Liability Company organized under the laws of the State of North
3 Carolina. LMK's Articles of Formation are attached to the application. LMK currently
4 employs 7 individuals in administration, sales and marketing, accounting, and operations
5 positions at its headquarters in North Carolina. LMK has not or does not currently
6 provide local service in Tennessee under any other name. LMK is a wholly owned
7 subsidiary of Clarity Communications Group, Inc.

8 **Q. PLEASE ADDRESS LMK'S MANAGERIAL AND TECHNICAL QUALIFICA-**
9 **TIONS.**

10 **A.** LMK possesses the managerial and technical qualifications to provide local exchange and
11 Interexchange telecommunications service in Tennessee. LMKs management team has
12 considerable experience in marketing, network operations, financial analysis/accounting,
13 customer service, training, sales, regulatory, and other relevant areas. A description of
14 the telecommunications experience and expertise of LMK's key management personnel
15 is attached to the Application. As the resumes of LMK's key personnel reflect, these
16 individuals have substantial experience in various aspects of telecommunications
17 operations. Each member of LMK's management team will draw upon his or her own
18 experience, as well as the collective experience of the entire management team, to ensure
19 that LMK is managed and operated efficiently and profitably.

20 **Q. PLEASE DESCRIBE LMK'S FINANCIAL QUALIFICATIONS.**

21 **A.** LMK is financially qualified to provide the proposed telecommunications services within
22 Tennessee. (Please see Financial Statements attached to the Application).

1 **Q. PLEASE DESCRIBE THE TYPES OF SERVICES THAT LMK PROPOSES TO**
2 **OFFER IN TENNESSEE.**

3 **A.** LMK seeks authority to provide competitive local exchange and Interexchange
4 telecommunications services through resale, and via a UNE platform of the services of
5 other certificated carriers including BellSouth.. LMK intends to offer mainly voice and
6 data communications services, including but not limited to providing basic local
7 telephone service, operator assisted calling services and data services to business
8 customers. The Company intends to offer private line and advanced broadband services
9 in areas where those services are not currently available.

10 **Q. WILL LMK PROVIDE THESE SERVICES TO ALL CONSUMERS WITHIN ITS**
11 **SERVICE AREA?**

12 **A.** The Company will primarily provide services to business customers such as internet
13 service providers and other enhanced service providers.

14 **Q. WILL LMK'S PROPOSED LOCAL EXCHNAGE AND INTEREXCHANGE**
15 **TARIFFS CONTAIN ALL MATERIAL TERMS AND CONDITIONS**
16 **APPLICABLE TO PROVISIONING OF ITS ARRAY OF SERVICES?**

17 **A.** Yes, all applicable terms and conditions, including those required by the Authority, will
18 be set forth in the Company's proposed tariffs. LMK understands that it will be necessary
19 for it to obtain Authority approval of its local exchange and interexchange tariffs prior to
20 providing such services in Tennessee.

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1 **Q. WHAT FACILITIES WILL LMK USE TO PROVIDE ITS PROPOSED**
2 **SERVICES?**

3 **A.** LMK initially will offer its services through agreements with other competitive and
4 incumbent local exchange carriers.

5 **Q. HOW WILL LMK PROVIDE THESE SERVICES?**

6 **A.** LMK will resell or utilize the services of existing facilities-based carriers in Tennessee,
7 including the services offered by incumbent local exchange carriers (“ILECs”) and other
8 competitive local exchange carriers (“CLECs”). In addition, where appropriate, LMK
9 will provide its telecommunications services through combination of unbundled network
10 elements provided by the ILECs and other CLECs. LMK currently plans to own facilities
11 in Tennessee in the future, and thus seeks authority to provide both facilities-based and
12 resold local exchange and Interexchange telecommunications services in Tennessee.
13 Until LMK determines exactly where market conditions warrant installation of its own
14 facilities, LMK will provide its services primarily on a resold basis.

15 **Q. WHAT GEOGRAPHIC AREAS WILL LMK SERVE?**

16 **A.** LMK seeks authority to provide resold and facilities-based local services and resold
17 interexchange services throughout the state of Tennessee. At the present time, LMK
18 intends to provide local exchange service primarily in the geographic areas currently
19 served by Bellsouth. However, LMK requests statewide authority so that it may expand
20 its service areas in the future as market conditions warrant.

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1 **Q. HOW DOES LMK INTEND TO MARKET ITS SERVICES?**

2 **A.** LMK intends to utilize in-house marketing staff as well as outside salespersons and
3 agents.

4 **Q. DOES LMK PLAN TO OFFER LOCAL EXCHANGE SERVICES IN AREAS**
5 **SERVED BY AN INCUMBENT EXCHANGE TELEPHONE COMPANY WITH**
6 **FEWER THAN 100,000 ACCESS LINES?**

7 **A.** Not at this time.

8 **Q. HOW WILL LMK RESPOND TO CUSTOMER INQUIRIES AND**
9 **COMPLAINTS?**

10 **A.** LMK will handle customer service orders, requests, inquiries, and/or complaints through
11 its national toll-free number 877-925-2748. This number will be printed on customer
12 invoices. LMK's customer service center is currently available between the hours of
13 8:00 am to 6:00 pm EST Monday through Friday, as well as 9:00 am to 2:00 pm
14 Saturday, and is staffed by knowledgeable customer service representatives. As the
15 Company's customer base grows, the Company will establish a customer service center
16 that is available twenty-four hours a day, seven days a week. Resolution and/or
17 escalation of customer service complaints will be handled in conformity with applicable
18 TRA regulations.

1 **Q. WHO IS THE PERSON WITHIN LMK THAT IS RESPONSIBLE FOR THE**
2 **HANDLING OF CONSUMER COMPLAINTS, INCLUDING THOSE THAT**
3 **MAY BE FORWARDED TO THE COMPANY BY THE TRA?**

4 **A.** Initially, I will assume overall responsible for handling consumer complaints. My toll-
5 free number is 877-925-2748.

6 **Q. HOW WILL TENNESSEE CONSUMERS BENEFIT FROM LMK SERVICES?**

7 **A.** Granting of LMK's Application will introduce a telecommunications service provider
8 committed to providing high quality, innovative, and technologically advanced services
9 that will further increase telecommunications services in Tennessee. LMK's network
10 with utilize state-of-the-art technology. LMK's service offerings will increase consumer
11 choice, improve the quality and efficiency in telecommunications services and will likely
12 lead to the reduction of consumer costs, as well as stimulate development of additional
13 services by providing competitive incentives to other providers. Thus, granting LMK's
14 application is in the public interest.

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1 **Q. IF AUTHORIZED TO PROVIDE COMPETITIVE TELECOMMUNICATIONS**
2 **SERVICES, WILL LMK ABIDE BY THE RULES, REGULATIONS, POLICIES**
3 **AND ORDERS OF THE TRA, AND THE LAWS OF THE STATE OF**
4 **TENNESSEE, IN ITS PROVISION OF COMPETITIVE INTRASTATE LOCAL**
5 **EXCHANGE AND INTEREXCHANGE SERVICES, AS NOW ADOPTED OR**
6 **THAT MAY BE ADOPTED?**

7 **A.** Yes we will. As a new player in the competitive local service industry, LMK will
8 provide service in the State in full compliance with any and all rules and regulations that
9 have been or may be adopted relating to the provision of local exchange and
10 Interexchange services, as well as any other applicable state or federal rules, regulations,
11 or statutes. LMK will also comply with all statutory and TRA requirements including the
12 filing of tariffs; customer notification of rate increases; customer billing and credit issues;
13 access to 9-1-1 services; access to telecommunications for persons with disabilities; pay-
14 per-call services; and the filing of regulatory reports and the payment of regulatory
15 assessments, the preservation of records and procedures governing the establishment of
16 credit, billing, deposits, termination of service, and issuance of telephone directories.
17 LMK does not plan to offer pay per call services.

1 **Q. HOW WILL LMK GUARD AGAINST SLAMMING?**

2 **A.** As a new competitive entrant into the market, LMK has never had an incident of
3 slamming or any other form of customer complaint. LMK will comply with Tennessee
4 law and the recently revised Federal Communications Commission's ("FCC's")
5 regulations regarding how carriers may change a consumer's local exchange carrier or
6 Primary Interchange Carrier ("PIC"), pursuant to 47 C.F.R. §64.110 *et seq.*. In general,
7 primary local exchange carrier or PIC changes will require the customer's signature.

8 **Q. WHO IS KNOWLEDGEABLE ABOUT THE COMPANY'S OPERATIONS AND**
9 **WILL SERVE AS THE COMPANYS REGULATORY CONTACT?**

10 **A.** Mr. Joseph Isaacs, our Director of Regulatory Affairs will serve as the primary point of
11 contact with the TRA. His direct phone number is 727-738-5553.

12 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

13 **A.** Yes, it does. I reserve the right, however, to amend or modify my testimony, as
14 appropriate.

15 **---END OF TESTIMONY---**

Secretary of State
Division of Business Services
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 07/28/09
REQUEST NUMBER: 6575-0749
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 07/27/09 0943
EFFECTIVE DATE/TIME: 07/27/09 0943
CONTROL NUMBER: 0606987

TO:
LMK COMMUNICATIONS LLC
9209 BAILEYWICK RD
#203
RALEIGH, NC 27615

RE:
LMK COMMUNICATIONS, LLC
APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED
ABOVE.

A LIMITED LIABILITY COMPANY ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF
STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
LIMITED LIABILITY COMPANY'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN
ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION. THIS OFFICE
WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE LIMITED
LIABILITY COMPANY AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING
ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO
MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE LIMITED LIABILITY
COMPANY TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE
REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

ON DATE: 07/28/09

FROM:
LMK COMMUNICATIONS LLC
9650 STRICKLAND RD
SUITE 103-143
RALEIGH, NC 27615-0000

	FEES	
RECEIVED:	\$300.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$300.00

RECEIPT NUMBER: 00004652453
ACCOUNT NUMBER: 00639734



SS-4453

Tre Hargett
TRE HARGETT
SECRETARY OF STATE

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR CERTIFICATE OF AUTHORITY (Limited Liability Company)

For Office Use Only
RECEIVED
STATE OF TENNESSEE
2007 JUL 17 PM 4:30
FILED
TRE HAYBETT
SECRETARY OF STATE

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of §48-249-004 of the Tennessee Revised Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the Limited Liability Company is: LMK Communications LLC

If different, the name under which the certificate of authority is to be obtained is: _____

NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of § 48-249-106 of the Tennessee Revised Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to § 48-249-106(d).

2. The state or country under whose law it is formed is: North Carolina
and its date of its formation is: 3/8/2000 (must be month, day and year)

3. The complete street address (including zip code) of its principal executive office is:
9209 Baileywick Rd. #203 Raleigh, NC 27615
Street City/State Zip Code

4. The complete street address (including the county and the zip code) of its registered office in Tennessee:
800 S. Gay St. Suite 2021 Knoxville, TN Knox 37929
Street City/State County Zip Code
The name of its registered agent at that office is: CT Corporation System

5. If the provisions of TCA §48-249-309(i) (relating to foreign series LLCs) apply, then the information required by that section should be attached as part of this document.

6. The number of members at the date of filing if more than six (6): _____

7. If the limited liability company commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____. **NOTE:** Additional filing fees may apply. See section 48-249-913(d).

NOTE: This application must be accompanied by a certificate of existence or a document of similar import (for example, a certificate of good standing) duly authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.

7/7/09
Signature Date
Ass. Secretary + Ass. Treasurer
Signer's Capacity

LMK Communications LLC
Name of Limited Liability Company
Jennifer Menge
Signature
Jennifer Menge
Name (typed or printed)



NORTH CAROLINA

Department of The Secretary of State

RECEIVED
TENNESSEE
2009 JUL 27 AM 9:43

TRE HARGETT
SECRETARY OF STATE

CERTIFICATE OF EXISTENCE (Limited Liability Company)

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

LMK COMMUNICATIONS, LLC

is a limited liability company duly formed under the laws of the State of North Carolina, having been formed on the 8th day of March, 2000, with its period of duration being Perpetual.

I FURTHER certify that the said limited liability company's articles of organization are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said limited liability company is not administratively dissolved for failure to comply with the provisions of the North Carolina Limited Liability Company Act; and that the said limited liability company has not filed articles of dissolution as of this date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 7th day of July, 2009.

Elaine F. Marshall

Secretary of State



VERIFICATION OF APPLICANT

I, Jennifer Menge, Corporate Secretary of LMK Communications LLC a North Carolina Corporation, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of Tennessee, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

LMK Communications LLC

By Jennifer Menge
Jennifer Menge, Assistant Secretary/Treasurer

State of California

County of Alameda

Sworn to me, the undersigned Notary Public on this 6th day of July, 2009

Deborah L. Wilson-Bailey
Notary Public

