KENTUCKY TELECOMMUNICATIONS TARIFF

AccuTel of Texas, Inc. dba 1-800-4-A-PHONE

7900 Carpenter Freeway
Dallas, Texas 75247

This tariff contains the descriptions, regulations, and rates applicable to the resale local telecommunications services offered by AccuTel of Texas, Inc. dba 1-800-4-A-PHONE ("AccuTel") within the State of Kentucky. The Company has principal offices at 7900 Carpenter Freeway, Dallas, Texas 75247, telephone number (214) 630-6700. This tariff is on file with the Kentucky Corporation Commission ("Commission"). Copies may be inspected during business hours at the Company's principal place of business.

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OF KENTUCKY
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MAY 10 2002

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

COMPETITIVE LOCAL EXCHANGE CARRIER

AccuTel of Texas, Inc. dba 1-800-4-A-PHONE
7900 Carpenter Freeway
Dallas, Texas 75247

CHECK SHEET

Sheets 1 through 15 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets are named below and comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION	SHEET	REVISION
1	Original	9	Original
2	Original	10	Original
3	Original	11	Original
4	(Reserved)	12	Original
5	Original	13	Original
6	Original	14	Original
7	Original	15	Original
8	Original	16	Original
		17	(Reserved)

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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
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Issued By: Kenneth Weaver, President
Effective: 5/10/02

Date Filed: 4/10/02

Order No. _____

Resolution No. _____

AccuTel of Texas, Inc. dba 1-800-4-A-PHONE
7900 Carpenter Freeway
Dallas, Texas 75247

TARIFF FORMAT

This tariff is divided into the following major sections:

General
Section 1: Technical Terms and Abbreviations
Section 2: Rules and Regulations
Section 3: Description of Service
Section 4: Rates and Charges

A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. 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 page. These numbers are used to determine the most current sheet version on file with the Kentucky PUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Kentucky PUC follow in their tariff approval process, the most current sheet number on file with the PUC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

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D. **Check Sheets** - When a tariff filing is made with the Kentucy PUC, 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 pages are added, the check sheet is changed to reflect the revision.

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EXPLANATION OF SYMBOLS

(RESERVED)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Billed Party - The person or entity responsible for payment of the Company's service. The Billed Party is the Customer in whose name service is registered with the Company.

Called Station - The terminating point of a call.

Calling Station - The originating point of a call.

Carrier - The facilities-based telecommunications provider whose services are being resold to the Customer by the Company.

Commission - The Kentucky Corporation Commission.

Company - AccuTel of Texas, Inc. dba 1-800-4-A-PHONE

Customer - The person who orders or uses service and is responsible for payment of charges and compliance with tariff regulations.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, or any other form of intelligence.

User - A Customer, or any person or entity which makes use of services provided to a Customer under this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 APPLICATION OF TARIFF

2.1.A. This tariff contains the rates applicable to local exchange resale telecommunications services offered by AccuTel of Texas, Inc. dba 1-800-4-A-PHONE within the State of Kentucky. Service is furnished subject to transmission, atmospheric and like conditions.

2.1.B. The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services. However, services under this tariff are conditioned upon the continued availability of the various services provided to the Company by its underlying carriers.

2.1.C. The rates and regulations contained in this tariff apply only to services provided through Company's contracted Carrier, and do not apply, unless otherwise specified, to the lines, facilities, or services provided by any other local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.2 UNDERTAKING OF AccuTel of Texas, Inc. dba 1-800-4-A-PHONE

2.2.A. The Company undertakes to provide telecommunications services to Customers for their lawful and direct transmission and reception of voice, data, and other types of communications in accordance with the terms and conditions set forth in this tariff.

2.2.B. All service is subject to the availability of necessary and suitable facilities and to the provisions of this tariff. The company or its designee may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement, and shall pay for such service agreement in advance.

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2.2.C. 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.

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2.2.D. The Company shall not be responsible for any construction, installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to serviced furnished pursuant to this tariff, the responsibility of the Company shall be limited to furnishing of services in the proper manner.

2.2.E. The Company assumes no liability with respect to the construction, operation, or maintenance of Customer-provided station equipment at the Customer's premises, excepting such liability directly due to negligence of Company's employees or agents.

2.2.F. The Carrier may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation, and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Carrier-owned facilities. The Carrier may temporarily suspend services, without liability to Company or Carrier, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.

2.2.G. The Company may take such action as necessary to protect its operations, personnel, and services, and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations, personnel, and services from harm.

2.3 LIMITATIONS

2.3.A. The Company does not undertake to transmit messages, but mediates the use of its Carriers' facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3.B. 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.

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2.3.C. Company reserves the right to 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 laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the United States including the rules, regulations, and policies of the Federal Communications Commission.

2.4 USE

2.4.A. Services may be used for the lawful transmission of communications by the Customer consistent with the provisions of this tariff.

2.4.B. Service may not be used for any unlawful purpose. The use of the Company's services to make calls which might be reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.4.C. The use of the Company's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means, devices, or schemes, false or invalid numbers, or false calling or credit cards, or other fraudulent means, is prohibited.

2.4.D. The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.

2.4.E. Provided that they have obtained any and all required regulatory approvals, Customers of service provided under this tariff may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this tariff upon written consent of Company. The Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge, and is responsible for notifying the Company immediately of any unauthorized use of services.

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2.5 LIABILITIES OF THE COMPANY

2.5.A. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action, or request of the United States Government or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of said governments or of any civil or military authority; national emergencies; insurrections; riots; wars; or labor difficulties.

2.5.B. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. The Company shall not be liable for any damages or losses due to the failure of Customer-provided equipment, facilities, or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. 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.

2.5.C. Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all losses, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to, or 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, wiring, or services provided by Company or Carrier where such installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of Company's negligence.

2.5.D. The liability of the Company for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven-hundred twenty (720) hours. Any credits will be set off against charges billed during the next month.

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2.5.E. In addition to and not in limitation of all other provisions in this paragraph 2.5 with respect to Customer indemnification of the Company, Company shall be indemnified and held harmless by the Customer against:

(1) 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 via Company's services.

(2) Claims for patent infringement arising from combining or connecting Carrier's facilities with apparatus and systems of the Customer; and

(3) All other claims arising out of any act or omission of the Customer in connection with any service provided by company.

2.5.F. The Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing, of any dispute concerning charges, or the basis of any claim for damages, within a reasonable period of time after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. 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. If notice of a dispute concerning the charges is not received, in writing, within a reasonable period of time after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer.

2.6 OBLIGATIONS OF THE CUSTOMER

2.6.A. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.

2.6.B. The Customer shall be responsible for providing Carrier personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Carrier.

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2.6.C. The Customer will be liable for damages to the facilities of the Carrier caused by negligence or willful acts of any officers, employees, agents, or contractors of the Customer.

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2.6.D. The Customer is responsible for pre-payment of all charges for services to be rendered by the Company. Customer may authorize others to use the services provided by the Company, but Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge. Customer is responsible for notifying the Company immediately of any unauthorized use or service.

2.7 INTERRUPTION OF SERVICE

For the interruption of service which lasts more than two hours in continuous duration, and which is not due to Company's testing or adjusting, to the negligence or willful acts of the Customer, or to the failure of channels and/or equipment provided by the Customer, the Customer is eligible for a service credit. It shall be the obligation of the Customer to notify Company of any interruptions of service for which a credit allowance is desired. Before notifying Company of any service interruption, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer, not within the Customer's control, and/or is not in the wiring or equipment, if any, furnished by the Customer and connected to the facilities of the Company. For purposes of calculating the service credit under this provision, every month shall be considered to have seven hundred twenty (720) hours, and the applicable credit shall be calculated according to the following formula:

Credit = A/720 X B

A = outage time in hours
B = total monthly charge for affected facility

2.8 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 specify the priority system for such activities.

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2.9 PAYMENTS AND BILLING

2.9.A. Service is provided on a monthly basis and billed in advance. The minimum service period is one month, except for Customer's second invoice, which shall be pro-rated for the portion of the month in which service was initiated that Customer received services, calculated according to the following formula:

Second Invoice Amount = A X B/C

A = number of days of service received by customer
B = flat monthly charge for services
C = number of days in calendar month in which service was initiated

2.9.B. The Customer is responsible for the payment of all charges for services furnished by the Company.

2.9.C. Customer bills are due and payable no later than 7 days after the posted due date on their invoice.

2.9.D. Customer bills are payable by cashier's check, money order, or electronic funds transfer ***only.***

2.9.E. Company may appoint an agent to provide billing and collection services.

2.9.F. Customer questions, complaints, and disputes regarding billing or services provided by the Company may be referred to AccuTel's customer service department in writing: Sharon Litke AccuTel of Texas, Inc.d/b/a 1-800-4-A-PHONE, 7900 Carpenter Freeway, Dallas, Texas 75247, (214) 630-6700, (214) 630-6759/fax, (800) 4-A-PHONE.

2.9.G Unresolved disputes may be referred to the Kentucky Public Service Commission, 211 Sower Boulevard, Post Office Box 615, Frankfort, Kentucky, 40602-0615; or (800) 772-4636.

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2.10 CANCELLATION BY CUSTOMER

2.10.A The minimum service period after initiation of service is one calendar month. Customers may cancel by providing written or verbal notice during the last calendar month of service. The Customer shall remain liable for any charges incurred prior to the time that such cancellation becomes effective.

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2.11 CANCELLATION BY COMPANY

2.11.A Service may be discontinued or temporarily suspended by the Company, without notice to the customer, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk. Charges for reconnection of blocked or suspended service are included in Section 4.

2.11.B Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

(1) Upon seven (7) days' written notice, for nonpayment of any sum due the company on the first of the calendar month;

(2) For violation of any of the provisions of this tariff or any applicable service contract;

(3) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's services;

(4) By reason of any order or decision of a court, public service commission, or federal regulatory body or other governing authority prohibiting the Company from furnishing its services; or

(5) In the event that the Company's underlying Carrier(s) no longer provide the Company with services necessary for the Company to provide the services offered herein.

2.12 INTERCONNECTION

2.12.A Services 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 or Carrier. Any special interface of equipment or facilities necessary to achieve computability between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

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2.12.B Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's 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.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 SERVICES OFFERED

3.1.A. AccuTel offers local exchange inbound and outbound service to residential customers.

3.1.B. AccuTel offers calls forwarding, call waiting, caller ID, and other custom features which are available at a flat rate through Carrier.

3.2 MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed per number of calls attempted) of at least 99% during peak use periods.

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SECTION 4 - RATES AND CHARGES

4.1 BASIC MONTHLY SERVICE

Residential Services Monthly Fees:	Monthly Service Flat Rate	$34.00
	Area Plus Expanded Local Calling	$60.00

4.2 CUSTOM CALLING OPTIONS, SERVICE CHANGES, AND TRANSFERS

4.2.A. Calling options not added at the time of initial order shall be available for a $20 initiation fee and a flat rate of:

Pre-paid Line Coding	$5.00
FCC Line Charge	$3.50

Features:

Call Waiting	$7.00
3 Way Calling	$7.00
Caller ID Name and Number	$10.00
Call Return	$7.00
Call Blocker	$7.00
Call Forwarding	$7.00
Auto Redial	$7.00
Speed Call 8	$7.00
Non Published Listing	$7.00

Activation Fees (non recurring charges):

Basic Service	$75.00
Area Plus Expanded Local Calling	$85.00
Additional line fee	$30.00
Mobile Home Fee	$30.00
Conversions	$40.00
Restoral of suspended account	$30.00
Transfer of service	$75.00
Repair Call	$50.00 minimum
Telephone number change	$50.00
Name Change	$25.00
Change Order	$25.00 (charge to process changes to current service)

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4.3 PROMOTIONS

The Company may, from time to time, engage in special promotional offerings or trial service offerings limited to certain dates, times, and/or locations in order to attract new Customers or increase usage by existing Customers. In such cases, the Company will notify the Commission in writing prior to initiating the promotion.

4.4 DEPOSITS

The Company does not require *deposits* from the Customers.

4.5 TAXES

All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are NOT included in quoted rates.

4.6 RECONNECTION OF BLOCKED, SUSPENDED, OR TERMINATED SERVICE

In the event that service to a Customer is blocked, suspended, or terminated pursuant to the provisions of this tariff, there will be a charge of $30 to restore service.

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SECTION 5

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1-800-4-A-PHONE

THE LEADER IN TELECOMMUNICATIONS

TELEPHONE NUMBER	PAYMENT DUE DATE	AMOUNT DUE BEFORE SERVICE INTERRUPTION DATE

CUSTOMER NUMBER	SERVICE INTERRUPTION DATE	AMOUNT DUE AFTER SERVICE INTERRUPTION DATE

Want to purchase pre-paid long distance?
Enter $ amount in $10 increments in the box to the right. See back for details.

ENTER $ AMOUNT OF LONG DISTANCE

TOTAL PAYMENT AMOUNT

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

PLEASE DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS

PREVIOUS CHARGES	PAYMENT(S) & CREDIT(S) APPLIED	UNPAID BALANCE	CURRENT CHARGES	CURRENT BALANCE DUE

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

PLEASE DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

PLEASE DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS

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ALL SERVICES ARE DUE AND PAYABLE AT 7900 JOHN CARPENTER FREEWAY, DALLAS, TEXAS, 75247

PAYMENT OPTIONS

Our convenient payment locations require your 13 digit customer number along with the following additional information:

TO MAKE AN ACE CASH EXPRESS PAYMENT:

Pay to: 1-800-4-A-PHONE

TO MAKE A MONEY-GRAM EXPRESS PAYMENT:

Receiving Code: 1581
Company I am Paying: 1-800-4-A-PHONE
City: DALLAS
State: TEXAS

TO MAKE A WESTERN UNION PAYMENT:

Pay to: THE PHONE COMPANY
Code City: PHONEBOX
State: TEXAS

MAIL CASHIERS CHECKS / MONEY ORDERS TO:

1-800-4-A-PHONE
P.O. BOX 561249
DALLAS, TX 75356-1249

You must include your 13 digit customer number, name, address, and your telephone number on your money order or cashiers check. Allow 7 to 10 business days for your payment to be applied to your account.

PERSONAL OR COMPANY CHECKS ARE NOT ACCEPTED!

CUSTOMER SERVICE

To speak to a Customer Service Representative:

IN THE DALLAS-FT. WORTH METRO AREA, DIAL: **972-299-0300**
IN THE HOUSTON METRO AREA, DIAL: **281-290-8800**
IN OTHER SERVICE AREAS, DIAL: **1-800-687-5700**

LONG DISTANCE SERVICES AND RATES

With 1-800-4-A-PHONE, using long distance is so easy. Just select the dollar amount you would like loaded, send in your payment, and you are ready to start talking. No access codes or passwords to remember. Just dial the switch and enter the number you want to call. It's that easy! Remember only 1-800-4-A-PHONE has the lowest rates with no hidden charges. So don't delay. Select the amount of long distance you need and make your payment today! Refer to the chart below to see which dollar amount is right for your long distance needs. Minutes of use are approximate and may vary. Rates are subject to change without notice.

IF YOU ARE MAKING YOUR PAYMENT AT ACE, MONEY GRAM, OR WESTERN UNION, PLEASE CALL THE CUSTOMER SERVICE NUMBER ABOVE TO ADVISE 1-800-4-A-PHONE OF THE AMOUNT OF LONG DISTANCE YOU ARE PURCHASING!

Denomination	Minutes
$10	100 minutes
$20	200 minutes
$30	300 minutes
$40	400 minutes

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 10 2002

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

LATE PAYMENT INFORMATION

Your payment must be received in our office by the service interruption date as shown on this invoice. If payment is not received on or before the service interruption date, your service may be interrupted or disconnected. If your service is interrupted or disconnected, appropriate charges for restoration of your service will apply, which may include restoral charges and/or service connection charges combined with any unpaid balance.