

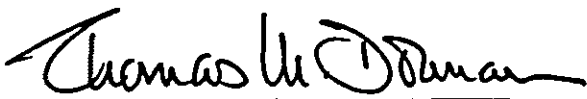
the Settlement Agreement the same as if individually ordered herein.

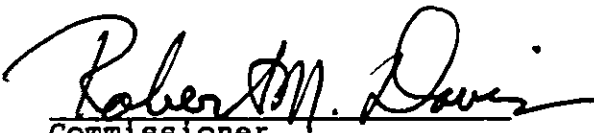
2. Convergent shall pay the agreed penalty of \$100 within 10 days of the date of this Order by certified check or money order made payable to Treasurer, Commonwealth of Kentucky. Said check or money order shall be mailed or delivered to the Office of General Counsel, Public Service Commission, 730 Schenkel Lane, Frankfort, Kentucky 40601.

Done at Frankfort, Kentucky, this 6th day of July, 1993.

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner

ATTEST:


Executive Director

payable to the Kentucky State Treasurer and delivered to the Office of General Counsel, Public Service Commission, 730 Schenkel Lane, Frankfort, Kentucky 40601 within ten (10) working days of the Commission's Order approving this Settlement Agreement.

3. Upon issuance of an order by the Commission accepting this Settlement Agreement, to the extent that Convergent has not completed the refunding or crediting of all customers for all intrastate charges billed and collected prior to the Commission's authorization of Convergent to provide intrastate telecommunications service, Convergent shall commence making refund payments or credits to all customers for all charges billed and collected by Convergent for intrastate telecommunications service from October 1, 1990, until such time as Convergent is authorized to provide intrastate services.

4. Within thirty (30) days from the date Convergent refunds or credits its customers, Convergent shall provide a list to the Commission of the names, addresses, amounts paid, and method of payment for customers entitled to and receiving a refund or credit. Such information may be submitted to the Commission with a petition for confidential treatment. Thereafter, Convergent shall provide monthly reports to the Commission in performing its obligations under this Settlement Agreement.

5. This Settlement Agreement is submitted for the purposes of this case only and is not deemed binding upon the parties hereto in any other proceeding, nor is it to be offered or relied upon in any other proceeding involving any other utility.

6. If the Commission issues the Order adopting this Settlement Agreement in its entirety, Convergent agrees that it shall not file an application for rehearing with the Commission nor an appeal to the Franklin Circuit Court from the Order.

7. If the Settlement Agreement is not adopted in its entirety, Convergent reserves the right to withdraw from the Agreement and require that hearings go forward upon all or any matters involved herein, and, that, in such event, the terms of the Agreement shall not be deemed binding upon the signatories hereto, nor shall such agreement be admitted into evidence, referred to or relied on in any matter by any signatory hereto.

8. All the parties hereto agree that the foregoing Settlement Agreement is reasonable and in the best interest of all concerned, and urge the Commission to adopt this Agreement in its entirety.

AGREED TO BY:

J. D. Bloom
Hon. J. D. Bloom, on behalf of
Convergent Communications, Inc.

June 16, 1995
Date

Christopher D. Moore
Hon. Christopher D. Moore, on
behalf of Commission Staff

6/22/66
Date