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December 30, 2014

Terri Carlock
Idaho Public Utilities Commission
472 W. Washington
PO Box 83720
Boise ID 83720-0074

RECEIVED
2014 DEC 30 PM 4:58
IDAHO PUBLIC
UTILITIES COMMISSION

Re: Silver Star Guaranty – Case No. SIL-T-14-1

Dear Terri:

Per Commission Order 33193 in the above-referenced matter, I am enclosing copies of the following documents, as executed in connection with a loan from the Rural Telephone Finance Cooperative (“RTFC”) to Horizon Communications, Inc. (“Horizon”), which among other things, involved an unsecured guaranty by Silver Star Telephone Company (“Silver Star”). This loan closed on December 24, 2014.

1. Loan Agreement between Horizon and RTFC, dated December 10, 2014;
2. Consent Resolution of the Directors of Silver Star, dated effective November 21, 2014; and
3. Guaranty of Silver Star in favor of RTFC, dated December 17, 2014.

Silver Star is requesting that the Loan Agreement be maintained as Confidential, per Commission Rule 67.

The RTFC loan to Horizon involved additional assurances from Horizon and its subsidiary entities, and a substantial number of other agreements, instruments, financing statements, certifications, etc. as between Horizon, its subsidiaries other than Silver Star and

Terri Carlock
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RTFC, which are described in the Loan Agreement. Silver Star does not interpret Order 33193 as requiring submittal of these documents. If you believe additional documents should be submitted, please contact me at your first convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael C. Creamer", with a stylized, cursive script.

Michael C. Creamer

MCC/rgm
2315809_1 / 1534-58

Enclosure(s)

**CONSENT RESOLUTION
OF THE DIRECTORS OF
SILVER STAR TELEPHONE COMPANY, INC.
(GUARANTY OF HORIZON LOAN)**

THE DIRECTORS OF SILVER STAR TELEPHONE COMPANY, INC., a Wyoming corporation (the "Company"), do hereby take the following corporate actions at a duly constituted meeting in accordance with the general corporation laws of the State of Wyoming and the Company's Articles of Incorporation, as Restated, and its Bylaws:

WHEREAS, the directors of the Company have been presented with a form of guaranty ("Guaranty") by which the Company would provide an unsecured guaranty of a loan from Rural Telephone Finance Cooperative ("RTFC") in the amount of Two Million Two Hundred Twenty Two Thousand Two Hundred Twenty Two Dollars (\$2,222,222) (the "Loan") to the Company's parent company Horizon Communications, Inc. bearing such interest as is provided in the notes or loan agreement ("Loan Documents") evidencing such loans, and providing for payment thereof within eight (8) years after the date of said agreement as presented to the Board of Directors; and

WHEREAS, the directors believe the Loan and the Company's guaranty of the Loan on the terms and conditions contained in the Loan Documents and the Guaranty to be in the best interests of the Company; and

WHEREAS, the directors now desire to approve the Guaranty.

RESOLVED, that the Company guarantee the quarterly principal and interest payments on a long-term loan in the principal amount of \$2,222,222 obtained by Horizon Communications, Inc. from Rural Telephone Finance Cooperative ("RTFC") upon terms and conditions set forth in the loan agreement presented to this meeting, bearing such interest as is provided in the note(s) or loan agreement evidencing such loan, and providing for payment thereof within eight (8) years after the date of said agreement;

RESOLVED, that the Company's President, Ron McCue, is hereby authorized to execute and to deliver to RTFC a Guaranty in favor of RTFC, substantially in the form presented to the Board of Directors (including as many counterparts as may be required); and

RESOLVED, the Company's President is hereby authorized in the name and on behalf of the Company to execute and to deliver all such other documents and instruments as may be necessary or appropriate, to make all payments, to execute any future amendments to said Guaranty as such individual may deem appropriate within the amount of the Guaranty so authorized herein and to do all such other acts as in the opinion of such authorized individual acting may be necessary or appropriate in order to carry out the purposes and intent of the foregoing resolutions.

RESOLVED, that all actions heretofore taken by the authorized agents of the Company in connection with and in furtherance of the Loan are hereby ratified and confirmed in all respects as acts of the Company.

(signatures on next page)

Dated effective the 21st day of November, 2014.


Allen R. Hoopes, Director, Chairman


Rod R. Jensen, Director, Vice Chairman


Robert Foster, Director

Attest:


Michelle Motzkus, Secretary

GUARANTY

This guaranty agreement ("Guaranty") is made and executed as of December 17, 2014, by SILVER STAR TELEPHONE COMPANY, INC., a Wyoming corporation (hereinafter called the "Guarantor") in favor of RURAL TELEPHONE FINANCE COOPERATIVE, a District of Columbia cooperative association (hereinafter called the "Lender").

WHEREAS, concurrently with the execution and delivery of this Guaranty, the Lender has made a loan to Horizon Communications, Inc., a Wyoming corporation ("Borrower") pursuant to a certain Loan Agreement dated as of even date herewith (designated WY803-A-9003) (the "Loan Agreement"), evidenced by a certain Secured Promissory Note from the Borrower to the Lender, dated as of even date herewith in the original principal amount of \$2,222,222.00 (the "Note") (the Loan Agreement, the Note and the Other Agreements (as such term is defined in the Loan Agreement) are hereinafter collectively referred to as the "Loan Documents");

WHEREAS, the Guarantor is a wholly-owned subsidiary of the Borrower and has determined that it is in its interest and to its financial benefit that the Borrower and the Lender enter into the Loan Agreement; and

WHEREAS, this Guaranty is executed and delivered to the Lender by the Guarantor to induce the Lender to make the loan evidenced by the Note and in satisfaction of a material condition precedent to the extension of credit by the Lender.

NOW, THEREFORE, in consideration of the loans by the Lender to the Borrower and the benefits derived by Guarantor therefrom, it is agreed as follows:

1. Guarantor hereby absolutely and unconditionally, jointly and severally guarantees to the Lender the due and prompt payment of (a) each quarterly principal and interest payment due from the Borrower to the Lender under the Note and the Loan Agreement (including interest accruing after filing of any bankruptcy petition by or against the Borrower), and (b) all other costs, fees or expenses of the Lender that the Borrower is required to pay under the Loan Documents (including costs of collection and reasonable attorneys' fees), whether any of the foregoing are now existing or hereafter arising, and all extensions, renewals, modifications or amendments to any of the foregoing. The obligations referred to in items (a) and (b) above are collectively referred to herein as the "Indebtedness."

2. Guarantor further agrees to pay the Lender any and all costs, expenses and reasonable attorneys' fees paid or incurred by the Lender in enforcing or endeavoring to enforce this Guaranty.

3. The Lender may, at the Lender's option, proceed to enforce this Guaranty directly against the Guarantor (and any collateral securing performance of this Guaranty owned by the Guarantor) without first proceeding against the Borrower, any co-guarantor, or any other person liable for payment or performance under the Loan Documents and without first proceeding against or exhausting any collateral now or hereafter held by the Lender to secure payment or performance under the Loan Documents.

4. Guarantor waives diligence, presentment, protest, notice of dishonor, demand for payment, notice of nonpayment or nonperformance, notice of the incurrance of Indebtedness by Borrower, notice of acceptance of this Guaranty and all other notices of any nature in connection

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This guaranty agreement ("Guaranty") is made and executed as of _____, 2014, by SILVER STAR TELEPHONE COMPANY, INC., a Wyoming corporation (hereinafter called the "Guarantor") in favor of RURAL TELEPHONE FINANCE COOPERATIVE, a District of Columbia cooperative association (hereinafter called the "Lender").

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WHEREAS, the Guarantor is a wholly-owned subsidiary of the Borrower and has determined that it is in its interest and to its financial benefit that the Borrower and the Lender enter into the Loan Agreement; and

WHEREAS, this Guaranty is executed and delivered to the Lender by the Guarantor to induce the Lender to make the loan evidenced by the Note and in satisfaction of a material condition precedent to the extension of credit by the Lender.

NOW, THEREFORE, in consideration of the loans by the Lender to the Borrower and the benefits derived by Guarantor therefrom, it is agreed as follows:

1. Guarantor hereby absolutely and unconditionally, jointly and severally guarantees to the Lender the due and prompt payment of (a) each quarterly principal and interest payment due from the Borrower to the Lender under the Note and the Loan Agreement (including interest accruing after filing of any bankruptcy petition by or against the Borrower), and (b) all other costs, fees or expenses of the Lender that the Borrower is required to pay under the Loan Documents (including costs of collection and reasonable attorneys' fees), whether any of the foregoing are now existing or hereafter arising, and all extensions, renewals, modifications or amendments to any of the foregoing. The obligations referred to in items (a) and (b) above are collectively referred to herein as the "Indebtedness."

2. Guarantor further agrees to pay the Lender any and all costs, expenses and reasonable attorneys' fees paid or incurred by the Lender in enforcing or endeavoring to enforce this Guaranty.

3. The Lender may, at the Lender's option, proceed to enforce this Guaranty directly against the Guarantor (and any collateral securing performance of this Guaranty owned by the Guarantor) without first proceeding against the Borrower, any co-guarantor, or any other person liable for payment or performance under the Loan Documents and without first proceeding against or exhausting any collateral now or hereafter held by the Lender to secure payment or performance under the Loan Documents.

4. Guarantor waives diligence, presentment, protest, notice of dishonor, demand for payment, notice of nonpayment or nonperformance, notice of the inurrence of Indebtedness by Borrower, notice of acceptance of this Guaranty and all other notices of any nature in connection

with the exercise of the Lender's rights under the Loan Documents or this Guaranty. Performance by the Guarantor hereunder will not entitle the Guarantor to any payment by the Borrower under any claim for contribution, indemnification, subrogation or otherwise, until such time as the Borrower shall have paid in full all amounts owing to the Lender and performed all of the Borrower's obligations under the Loan Documents. Guarantor waives the right to require suit against the Borrower or any other party before enforcing this Guaranty, and all rights to setoffs and counterclaims against the Lender and agrees that any rights which the Guarantor might now or hereafter hold against the Borrower and any co-guarantors will be subordinate, junior and inferior to all rights which the Lender might now or hereafter hold against the Borrower and any co-guarantors. Guarantor agrees that it will not assert any right of contribution against any other guarantor of the Indebtedness or the obligations related thereto until such time as all of the Indebtedness has been paid in full to the Lender and all of such obligations have been performed. Notwithstanding the foregoing, Guarantor waives all rights of subrogation and contribution in any bankruptcy or insolvency proceeding filed by or against the Borrower or any other guarantor to the extent that the exercise of such rights would require the Lender to return to the bankruptcy estate of the Borrower or any other guarantor any payments received by the Lender on account of the Indebtedness or such obligations. Guarantor expressly waives any rights available to the Guarantor under Sections 49-25 and 49-26 of the Code of Virginia of 1950, as amended.

5. Guarantor hereby consents and agrees that renewals and extensions of time of payment, surrender, release, exchange, substitution, dealing with or taking of additional collateral security, taking or release of other guarantees, abstaining from taking advantage of or realizing upon any collateral security or other guarantees and any and all other forbearances or indulgences granted by Lender to the Borrower or any other party may be made, granted and effected by Lender without notice to the Guarantor and without in any manner affecting its liability hereunder.

6. Nothing herein contained shall limit the Lender in exercising any rights held under any one or more of the Loan Documents. In the event of any default under the Loan Documents or this Guaranty, the Lender will be entitled to selectively and successively enforce any one or more of the rights held by the Lender and such action will not be deemed a waiver of any other rights held by the Lender. All of the remedies of the Lender under this Guaranty and the Loan Documents are cumulative and not alternative. If the Lender elects to foreclose any lien created by the Loan Documents, the Lender is authorized to purchase for the Lender's account all or any part of the collateral covered by such lien at public or private sale and to credit the amount recovered first against any portion of the Loan for which the Guarantor is or may not be liable with any balance remaining to be applied in reduction of the liability of the Guarantor hereunder.

7. If an Event of Default (as defined in the Loan Agreement) has occurred under the Loan Agreement and any applicable cure period has expired, then Lender shall have the right to declare the Indebtedness guaranteed hereunder immediately due and payable in full, without notice to Borrower or Guarantor, regardless of whether Lender has accelerated all or any part of the Borrower's Indebtedness. Without limiting the generality of the foregoing, if the Borrower should at any time (a) become insolvent, (b) make a general assignment for the benefit of creditors, (c) petition for or be subject to a receivership proceeding, or (d) be subject to a petition in bankruptcy or any insolvency or reorganization proceeding, whether voluntary or involuntary, then Lender shall have the right to declare the Indebtedness guaranteed hereunder immediately due and payable in full, without notice to Borrower or Guarantor, regardless of whether Lender has accelerated all or any part of the Borrower's Indebtedness, and Lender shall have the right to demand and to collect from Guarantor payment in full of the Indebtedness guaranteed hereunder,

including all principal, interest, fees and charges, whether or not then due and payable by Borrower.

8. All accounts, deposits, investments and property of the Guarantor with or in the hands of Lender shall be and stand pledged as collateral security for the obligations of the Guarantor hereunder, and Lender shall have the same right of setoff with respect to deposits, investments and other credits of the Guarantor as it has with respect to deposits, investments and other credits of the Borrower. Lender is hereby authorized at any time and from time to time, without prior notice to the Guarantor, to exercise rights of setoff or recoupment and apply any and all amounts held, or hereafter held, by Lender or owed to the Guarantor or for the credit or account of the Guarantor against any and all of the obligations of the Guarantor now or hereafter existing under this Guaranty. Lender agrees to notify the Guarantor promptly after any such setoff or recoupment and the application thereof, provided that the failure to give such notice shall not affect the validity of such setoff, recoupment or application. The rights of Lender under this section are in addition to any other rights and remedies (including other rights of setoff or recoupment) which Lender may have. Guarantor waives all rights of setoff, deduction, recoupment or counterclaim.

9. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

(a) THE PERFORMANCE AND CONSTRUCTION OF THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

(b) GUARANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES COURTS LOCATED IN VIRGINIA AND OF ANY STATE COURT SO LOCATED FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY. GUARANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE ESTABLISHING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) GUARANTOR AND THE LENDER HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10. If any payment or thing of value should be received and accepted by the Lender in payment of any Indebtedness or obligation of the Borrower under any of the Loan Documents and it should subsequently be determined or adjudged that such payment be void or voidable under any law or statute now or hereafter in effect, the receipt of such payment by the Lender shall, as to the Guarantor, be deemed a provisional receipt and if any such payment should be avoided or set aside under any such law or statute, the Guarantor shall be and remain liable to the Lender in respect thereof as if such payment had not been received by the Lender notwithstanding any release or discharge of this Guaranty to the Guarantor issued or granted by the Lender in the belief or assumption that its receipt of such payment was absolute and not subject to any avoidance.

11. Guarantor represents and warrants to the Lender as of the date of this Guaranty that:

11.01 Obligations. The aggregate amount of obligations guaranteed hereunder shall not exceed the maximum amount allowed under any mortgage, indenture or agreement of any kind entered into by or affecting the Guarantor at the time Lender may seek payment under this Guaranty. During the term of this Guaranty, the Guarantor will not, without the written consent of Lender, make any investment, loan, deposit, advance, guaranty or other obligation which would cause the total aggregate Indebtedness guaranteed hereunder to exceed said maximum allowable amount.

11.02 Good Standing. Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the state of its organization, has the power to own its property and to carry on its business, is duly qualified to do business, and is in good standing in each jurisdiction in which the transaction of its business makes such qualification necessary.

11.03 Authority. Guarantor has the requisite power and authority to enter into this Guaranty, to execute and deliver all documents and instruments required hereunder and to incur and perform the obligations provided for herein, all of which have been duly authorized by all necessary and proper company or other action, and no consent or approval of any person, including, without limitation, members of Guarantor and any public authority or regulatory body, which has not been obtained is required as a condition to the validity or enforceability hereof or thereof.

11.04 No Conflicting Agreements. The execution, delivery of and performance by Guarantor of this Guaranty, and the transactions contemplated hereby, will not violate any provision of law, any order, rule or regulation of any court or other agency of government, any award of any arbitrator, the charter or by-laws of Guarantor, or any indenture, contract, agreement, mortgage, deed of trust or other instrument to which Guarantor is a party or by which it or any of its property is bound.

11.05 Litigation. There are no judgments, claims, actions, suits or proceedings pending or, to the knowledge of Guarantor, threatened against or affecting Guarantor or its properties, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, which may result in any material adverse change in the business, operations, prospects, properties or assets or in the condition, financial or otherwise, of Guarantor, and Guarantor is not, to its knowledge, in default or violation with respect to any judgment, order, writ, injunction, decree, rule or regulation of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which would have a material adverse effect on Guarantor.

11.06 Taxes. Guarantor has paid or caused to be paid all federal, state and local taxes to the extent that such taxes have become due, unless the Guarantor is contesting in good faith any such tax. Guarantor has filed or caused to be filed all federal, state and local tax returns which are required to be filed by Guarantor.

11.07 Licenses and Permits. Guarantor has duly obtained and now holds all licenses, permits, certifications, approvals and the like necessary to own and operate its property and business that are required by federal, state and local laws of the jurisdictions in which Guarantor conducts its business and each remains valid and in full force and effect.

11.08 Required Approvals. No license, consent, permit or approval of any governmental agency or authority is required to enable the Guarantor to enter into this Guaranty or to perform

any of its obligations provided for herein except as disclosed to Lender and except with respect to regulatory approvals which may be required in connection with the Lender's enforcement of certain remedies hereunder.

12. All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Guaranty shall be given or made in writing (including, without limitation, by telecopy) and delivered to the intended recipient at the "Address for Notices" specified below; or, as to any party, at such other address as shall be designated by such party in a notice to the other party. All such communications shall be deemed to have been duly given (i) when personally delivered including, without limitation, by overnight mail or courier service, (ii) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (iii) in the case of notice by telecopy, upon transmission thereof, provided such transmission is promptly confirmed by either of the methods set forth in clauses (i) or (ii) above in each case given or addressed as provided for herein. The Address for Notices of each of the respective parties is as follows:

The Lender:

Rural Telephone Finance Cooperative
20701 Cooperative Way
Dulles, VA 20166
Attention: Senior Vice President and Administrative Officer
Fax: (703) 467-5170

The Guarantor:

If by personal delivery, overnight mail or courier service:

Silver Star Telephone Company, Inc.
104101 South Highway 89
Freedom, WY 83120
Attention: General Manager

If by United States mail or by telecopy:

Silver Star Telephone Company, Inc.
P.O. Box 226
Freedom, WY 83120
Attention: General Manager
Fax: (307) 883-2575

13. If any provision of this Guaranty is held to be invalid, illegal or unenforceable in any respect or application for any reason, such invalidity, illegality or unenforceability will not affect any other provisions herein contained and such other provisions will remain in full force and effect. This Guaranty will be binding on the Guarantor and all successors and assigns of Guarantor and will inure to the benefit of the Lender and all successors and assigns of the Lender. Guarantor consents to the assignment of all or any portion of the rights of the Lender hereunder in connection with any assignment of the rights of the Lender under the Loan Documents without notice to the Guarantor.

14. This Guaranty constitutes the joint and several obligation of each of the guarantors of the Indebtedness, including the Guarantor, and shall be fully binding upon and enforceable against any or all of such parties. The release of any guarantor of the Indebtedness shall not affect or release the joint and several liability of any other guarantor of the Indebtedness. The Lender may at its option enforce this Guaranty against one or more or all of the guarantors, provided the Lender shall not be required to resort to enforcement against each and every of the guarantors and the failure to proceed against or join each and every of the guarantors shall not affect the joint and several liability of each of the guarantors.

15. This Guaranty may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Guaranty to physically form one document.

IN WITNESS WHEREOF, Guarantor has executed and delivered to Lender this Guaranty as of the day and year first above written.

SILVER STAR TELEPHONE COMPANY, INC.

(SEAL)

By:

Ron B. McInnis

Title:

President/C.O.O.

Attest:

Michael H. McInnis
Secretary