

CONTINUING GUARANTY

This **CONTINUING GUARANTY** (this "Guaranty") is dated as of _____, 2002, and entered into by **ILLINOIS CONSOLIDATED TELEPHONE COMPANY** ("Guarantor") in favor of **COBANK, ACB**, as administrative agent ("Administrative Agent"), for the benefit of itself and the other Agents and Lenders as defined in the Credit Agreement (as hereinafter defined).

RECITALS:

WHEREAS, Guarantor is a wholly-owned subsidiary of Consolidated Communications, Inc. ("Borrower"); and

WHEREAS, pursuant to that certain Credit Agreement, dated as of even date herewith, among Borrower, Administrative Agent, as Administrative Agent and as a Lender, _____ as Co-Syndication Agent and as a Lender, _____, as Co-Syndication Agent and as a Lender, _____, as Documentation Agent and as a Lender, and other Lenders who may from time to time become parties thereto (as the same may be amended, modified, supplemented, extended or restated from time to time, the "Credit Agreement"), Lenders have committed to make term loans and revolving loans to Borrower in the maximum aggregate principal amount outstanding at any one time not to exceed \$195,000,000 (collectively, the "Loans"), the proceeds of which may be reloaned to or invested in Guarantor by Borrower, and Guarantor acknowledges that it will receive substantial direct and indirect benefits by reason of Lenders making the Loans to Borrower; and

WHEREAS, as an inducement to Administrative Agent and the other Lenders to enter into the Credit Agreement and to make the Loans, Guarantor has agreed to guarantee the Guaranteed Obligations (as hereinafter defined) to the extent and on the terms and conditions set forth in this Guaranty, and such guarantee will be secured by a security interest in and lien upon Guarantor's now owned or hereafter acquired real and personal property pursuant to the Security Documents to which it is a party;

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound hereby, Guarantor hereby agrees as follows:

SECTION 1. Definitions. Capitalized terms used in this Guaranty, unless otherwise defined herein, shall have the meanings assigned to them in the Credit Agreement.

SECTION 2. Guaranteed Obligations. “Guaranteed Obligations” shall mean the principal, interest and other amounts becoming due and payable from time to time, whether by acceleration or otherwise, under the Notes and/or Credit Agreement and all other Obligations.

SECTION 3. Guaranty Provisions.

(A) In consideration of the Loans made and to be made by Lenders to Borrower pursuant to the Credit Agreement and for other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, Guarantor hereby absolutely, unconditionally, directly, irrevocably, completely and immediately guarantees the full and prompt payment, when due, whether by acceleration or otherwise, and the prompt performance, of the Guaranteed Obligations.

(B) Guarantor further agrees to pay to Administrative Agent, for the benefit of itself and the others Lenders, upon demand, all losses and reasonable costs and expenses, including, without limitation, reasonable attorneys’ fees and expenses, incurred in any action to cause the Guaranteed Obligations to be paid, performed or otherwise satisfied, incurred in enforcing or endeavoring to enforce this Guaranty or any other Loan Document or in attempting to protect or preserve any property, personal or real, securing the Guaranteed Obligations or this Guaranty.

(C) Guarantor agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment by Borrower or any other Person to Administrative Agent or any other Lender on account of the Guaranteed Obligations is rescinded or must otherwise be returned or restored upon the insolvency or bankruptcy of Borrower or any other obligor, guarantor, endorser or surety of the Guaranteed Obligations (an “Other Guarantor”) or for any other reason, all as though such payment had not been made.

(D) Guarantor’s maximum Guaranteed Obligations hereunder (the “Maximum Guarantor Liability”) in any case or proceeding referred to below (but only in such a case or proceeding) shall not be in excess of:

(i) in a case or proceeding commenced by or against Guarantor under the Bankruptcy Code on or within one year from the date on which any of the Guaranteed Obligations are incurred, the maximum amount that would not otherwise cause the Guaranteed Obligations hereunder (or any other obligations of Guarantor to Administrative Agent, Syndication Agent, Documentation Agent, Lenders and any other Person holding any of the Obligations) to be avoidable or unenforceable against Guarantor under (A) Section 548 of the Bankruptcy Code or (B) any state fraudulent transfer or fraudulent conveyance act or statute applied in such case or proceeding by virtue of Section 544 of the Bankruptcy Code; or

(ii) in a case or proceeding commenced by or against Guarantor under the Bankruptcy Code subsequent to one year from the date on which any of the Guaranteed Obligations of Guarantor are incurred, the maximum amount that would not otherwise cause the Guaranteed Obligations of Guarantor hereunder (or any other obligations of Guarantor to

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Administrative Agent, Syndication Agent, Documentation Agent, Lenders and any other Person holding any of the Obligations) to be avoidable or unenforceable against Guarantor under any state fraudulent transfer or fraudulent conveyance act or statute applied in any such case or proceeding by virtue of Section 544 of the Bankruptcy Code; or

(iii) in a case or proceeding commenced by or against Guarantor under any law, statute or regulation other than the Bankruptcy Code relating to dissolution, liquidation, conservatorship, bankruptcy, fraudulent transfer or fraudulent conveyance, moratorium, readjustment of debt, compromise, rearrangement, receivership, insolvency, reorganization or similar debtor relief from time to time in effect affecting the rights of creditors generally (collectively, "Other Debtor Relief Law"), the maximum amount that would not otherwise cause the Guaranteed Obligations of Guarantor hereunder (or any other obligations of Guarantor to Administrative Agent, Syndication Agent, Documentation Agent, Lenders and any other Person holding any of the Obligations) to be avoidable or unenforceable against Guarantor under such Other Debtor Relief Law, including, without limitation, any state fraudulent transfer or fraudulent conveyance act or statute applied in any such case or proceeding. (The substantive state or federal laws under which the possible avoidance or unenforceability of the obligations of Guarantor hereunder (or any other obligations of Guarantor to Administrative Agent, Syndication Agent, Documentation Agent, Lenders and any other Person holding any of the Obligations) shall be determined in any such case or proceeding shall hereinafter be referred to as the "Avoidance Provisions").

To the extent set forth above, but only to the extent that the Guaranteed Obligations of Guarantor hereunder, or the transfers made by Guarantor under the Security Documents to which it is a party, would otherwise be subject to avoidance under any Avoidance Provisions if Guarantor is not deemed to have received valuable consideration, fair value, fair consideration or reasonably equivalent value for such transfers or obligations, or if such transfers or Guaranteed Obligations of Guarantor hereunder would render Guarantor insolvent, or leave Guarantor with an unreasonably small capital or unreasonably small assets to conduct its business, or cause Guarantor to have incurred debts (or to have intended to have incurred debts) beyond its ability to pay such debts as they mature, in each case as of the time any of the Guaranteed Obligations of Guarantor are deemed to have been incurred and transfers made under such Avoidance Provisions, then the Guaranteed Obligations hereunder shall be reduced to the maximum amount which, after giving effect thereto, would not cause the Guaranteed Obligations of Guarantor hereunder (or any other obligations of Guarantor to Administrative Agent, Syndication Agent, Documentation Agent, Lenders or any other Person holding any of the Obligations), as so reduced, to be subject to avoidance under such Avoidance Provisions. This paragraph is intended solely to preserve the rights hereunder of Administrative Agent, Syndication Agent, Documentation Agent, Lenders and any other Person holding any of the Obligations to the maximum extent that would not cause the Guaranteed Obligations of Guarantor hereunder to be subject to avoidance under any Avoidance Provisions, and neither Guarantor nor any other Person shall have any right, defense, offset, or claim under this paragraph as against Administrative Agent, Syndication Agent, Documentation Agent, Lenders or any other Person

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holding any of the Obligations that would not otherwise be available to such Person under the Avoidance Provisions.

Guarantor agrees that the Guaranteed Obligations of Guarantor hereunder may at any time and from time to time exceed the Maximum Guarantor Liability, without impairing this Guaranty or any provision contained herein or affecting the rights and remedies of Lenders and Administrative Agent hereunder.

(E) Guarantor assents to all terms and agreements heretofore or hereafter made by Borrower or any Other Guarantor with Administrative Agent or any other Lender.

(F) Guarantor hereby consents to the following and agrees, with or without notice (all notices being hereby waived), that Guarantor's liability will not be affected or impaired by (i) the exchange, release, subordination or surrender of any collateral regardless of the consideration (if any) received in exchange therefor, any lien or any claim against Borrower, any Other Guarantor or any other Person, or the waiver, release or subordination of any security interest, in whole or in part; (ii) the exercise of, or the waiver or delay in the exercise of, any of Administrative Agent's or any other Lender's rights or remedies against Borrower, any Other Guarantor or any other Person (including, without limitation, any extension of a maturity date or any waiver of a condition to an advance); (iii) Administrative Agent otherwise acting or refraining from acting; (iv) the renewal, extension, restatement, modification or waiver of the terms or amounts of any of the Guaranteed Obligations, the Loan Documents or any other instrument or agreement evidencing the same; or (v) the acceptance or release by Administrative Agent or any Lender of other guaranties.

(G) This is a guaranty of payment and performance and not of collection only. This Guaranty is a primary obligation of Guarantor and not a contract of surety. The liability of Guarantor under this Guaranty shall be absolute, unconditional, direct, irrevocable, complete and immediate and shall not be contingent upon the pursuit of any remedies against Borrower, any Other Guarantor or any other Person, nor against any security or lien available to Administrative Agent, its successors, successors-in-title, endorsees or assigns, and shall be joint and several with the liabilities of all Other Guarantors. Guarantor waives any right to require that an action be brought against Borrower, any Other Guarantor or any other Person or to require that resort be had to any security of Borrower, any Other Guarantor or any other Person. Upon the occurrence and during the continuance of any breach, default, Default, event of default or Event of Default under any of the Loan Documents, Administrative Agent and Lenders shall have the right to enforce its rights, powers and remedies, as permitted by Applicable Law, under any of the Loan Documents in any order, and all rights, powers and remedies available to Administrative Agent or any Lender in such event shall be nonexclusive and cumulative of all other rights, powers and remedies provided thereunder or hereunder or by law or in equity. Accordingly, Guarantor hereby authorizes and empowers Administrative Agent and Lenders upon acceleration of the maturity of any of the Notes or any other Guaranteed Obligation, at its sole discretion, and without notice to Guarantor, to exercise any right or remedy which Administrative Agent may have as to any security. Guarantor waives any right to require any action on the part of

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Administrative Agent or any Lender to proceed to collect amounts due under any of the Notes or any other Guaranteed Obligation.

(H) Guarantor hereby subordinates any and all indebtedness of Borrower or any Other Guarantor now or hereafter owed to Guarantor to all Guaranteed Obligations of Borrower and the Other Guarantors to Administrative Agent and the other Lenders pursuant to the Loan Documents, and agrees that, from and after the occurrence of any breach, default, Default, event of default or Event of Default under any of the Loan Documents, and for so long as such breach, default, Default, event of default or Event of Default exists, Guarantor shall not demand or accept any payment of principal or interest from Borrower or any Other Guarantor, shall not claim any offset or other reduction of Guarantor's liability hereunder because of any such indebtedness and shall not take any action to obtain any of the security for the Guaranteed Obligations; provided, however, that, if Administrative Agent so requests in writing, so long as such breach, default, Default, event of default or Event of Default exists, such indebtedness shall be collected, enforced and received by Guarantor as trustee for Administrative Agent and the other Lenders and be paid over to Administrative Agent on account of the Guaranteed Obligations, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

(I) Guarantor hereby authorizes Administrative Agent, without notice to Guarantor, to apply all payments and credits received from Borrower, any Other Guarantor or any other Person or realized from any security in such manner and in such priority as Administrative Agent in its sole judgment shall see fit to the Guaranteed Obligations and Guarantor agrees that any such application shall not in any way affect Guarantor's liabilities hereunder.

(J) The liability of Guarantor under this Guaranty shall not in any manner be affected by reason of any action taken or not taken by Administrative Agent or any Lender, which action or inaction is hereby consented and agreed to by Guarantor, nor by the partial or complete unenforceability or invalidity of any other guaranty or surety agreement, pledge, assignment, or other security for any of the Guaranteed Obligations. No delay in making demand on Guarantor for satisfaction of Guarantor's liability hereunder shall prejudice Administrative Agent's right to enforce such satisfaction. All of Administrative Agent's and any other Lender's rights and remedies shall be cumulative and any failure of Administrative Agent or any other Lender to exercise any right hereunder or under any other document or agreement shall not be construed as a waiver of the right to exercise the same or any other right at any time, and from time to time, thereafter.

(K) This Guaranty shall be a continuing one and shall be binding upon Guarantor regardless of how long before or after the date hereof the Guaranteed Obligations are incurred. This Guaranty shall remain in full force and effect until a written instrument of termination shall be executed and delivered by a duly authorized officer of Administrative Agent upon such time that there is no further commitment or obligation of any Lender to extend credit to Borrower with respect to the Guaranteed Obligations, and all Guaranteed Obligations have been indefeasibly paid in full and any preference period applicable to payments made on or security

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given for the Guaranteed Obligations has expired under Applicable Law. Only upon satisfaction of such conditions shall Administrative Agent promptly execute and deliver such instrument of termination to Guarantor.

(L) Guarantor hereby irrevocably waives any and all rights it may have to enforce any of Administrative Agent's or Lenders' rights or remedies or participate in any security now or hereafter held by Administrative Agent or Lenders, and any and all such other rights of subrogation, reimbursement, contribution or indemnification against Borrower, any Other Guarantor or any other Person having any manner of liability for the Guaranteed Obligations, whether or not arising hereunder, by agreement, at law or in equity until such time as this Guaranty is indefeasibly terminated and all Guaranteed Obligations are indefeasibly paid in full.

(M) Guarantor hereby irrevocably waives acceptance hereof, notice of acceptance hereof, and notice of acceleration of and intention to accelerate the Guaranteed Obligations, and hereby irrevocably waives presentment, demand, protest, notice of dishonor, notice of default, notice of nonpayment or protest in relation to any instrument evidencing any of the Guaranteed Obligations and any other demands and notices required by Applicable Law except as such waiver may be expressly prohibited by Applicable Law.

(N) This Guaranty shall apply to any loan, deferral, or other financial accommodation Administrative Agent or Lenders may provide to Borrower (whether as a debtor-in-possession or otherwise) in any bankruptcy proceeding, whether such accommodation is voluntary, by court order, or otherwise, and the Guaranteed Obligations shall include any such accommodations as fully as if they had been made outside of bankruptcy, and shall include all pre- and post-bankruptcy interest and other charges notwithstanding that such interest and charges may not be provable or recoverable against such Borrower or its bankruptcy estate.

(O) Guarantor hereby irrevocably expressly waives for the benefit of Administrative Agent and Lenders (i) any defense arising by reason of the lack of authority of Borrower, (ii) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (iii) (A) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Guaranty and any legal or equitable discharge of Guarantor's obligations hereunder, and (B) promptness, diligence and any requirement that Administrative Agent or Lenders collect or realize upon the Guaranteed Obligations or any part thereof or protect, secure, perfect, or insure any security interest or lien or any property subject thereto; (iv) any defenses or benefits that may be derived from or afforded by Applicable Law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Guaranty.

SECTION 4. Security. This Guaranty is secured by the Security Documents to which Guarantor is a party pursuant to which Guarantor has granted a lien in and upon its now owned or hereafter acquired real and personal property.

SECTION 5. Representations and Warranties. Guarantor represents and warrants to Administrative Agent and each Lender on the Closing Date and on the date of each request for a Loan by Borrower as follows:

(A) Organization; Powers; Etc. Guarantor (i) is a corporation duly organized, validly existing, and in good standing under the laws of its state of incorporation; (ii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of its properties of the nature of its business requires such qualifications; (iii) has all requisite legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under the Loan Documents to which it is a party; and (iv) has duly and lawfully obtained and maintained all licenses, certificates, permits, authorizations, approvals, and the like which are required by law in connection with the execution and delivery by Guarantor of, and the performance by Guarantor of Guarantor's obligations under, the Loan Documents to which it is a party.

(B) Due Authorization; No Violations; Etc. The execution and delivery by Guarantor of, and the performance by Guarantor of Guarantor's obligations under, the Loan Documents to which it is a party have been duly authorized by all requisite corporate action on the part of Guarantor and do not and will not (i) violate any provisions of any law, rule or regulation, any judgment, order or ruling of any court or governmental agency applicable to it, its articles of incorporation or bylaws, or any agreement, mortgage, or other instrument to which Guarantor is a party or by which Guarantor or any of Guarantor's properties are bound; or (ii) be in conflict with, result in a breach of, or constitute with the giving of notice or lapse of time, or both, a default under any such agreement, mortgage, or other instrument. All actions on the part of the members of Guarantor necessary in connection with the execution and delivery by Guarantor of, and the performance by Guarantor of its obligations under, the Loan Documents to which it is a party have been taken and remain in full force and effect.

(C) Governmental Approval. No consent, permission, authorization, order, or license of any Governmental Authority is necessary in connection with the execution, delivery, performance, or enforcement of the Loan Documents to which Guarantor is a party or the creation and perfection of the liens and security interests granted thereby, except such as have been obtained and are in full force and effect.

(D) Binding Agreement. Each of the Loan Documents to which Guarantor is a party is, or when executed and delivered will be, the legal, valid, and binding obligations of Guarantor, enforceable against Guarantor in accordance with its terms, subject only to limitations on enforceability imposed by (i) applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally; (ii) general equitable principles; and (iii) approvals or non-opposition, as the case may be, of the Illinois Commerce Commission or the Federal Communications Commission relating to the exercise of remedies hereunder or under any other Loan Document to which Guarantor is a party involving a change of control of any ownership interest in Guarantor or Borrower or any transfer, sale or disposition of such party's assets.

(E) Principal Place of Business. The principal place of business and chief executive office of Guarantor is at the address for Guarantor as shown in Subsection 9(E).

(F) Financial Condition. Guarantor has full and complete access to all of the Loan Documents and other documents relating to the Obligations, has reviewed them with its counsel and is fully aware of the meaning and effect of their contents. Guarantor is fully informed of all circumstances that bear upon the risks of executing this Guaranty which a diligent inquiry would reveal. Guarantor has adequate means to obtain from Borrower, on a continuing basis, information concerning the financial condition of Borrower and is not depending on Administrative Agent or any Lender to provide such information, now or in the future. Guarantor agrees that Administrative Agent and Lenders will not have any obligation to advise or notify Guarantor of or provide Guarantor with any data or information. After giving effect to the transactions contemplated by this Guaranty and the other Loan Documents to which Guarantor is a party, Guarantor (i) does not intend to incur, and does not believe that it will incur, debts beyond its ability to pay such debts as they become due, (ii) owns and will own property, the fair value of which is (a) greater than the total amount of its liabilities (including contingent liabilities) and (b) greater than the amount that will be required to pay the probable liabilities of the then existing debts as they become absolute and material, and (iii) has and will have capital that is not unreasonably small in relation to its business as presently conducted and as proposed to be conducted.

(G) Litigation. There are no pending legal, arbitration, or governmental actions or proceedings to which Guarantor is a party or to which any of its property is subject which, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of Guarantor to perform its obligations under this Guaranty, and to the best of Guarantor's knowledge, no such actions or proceedings are threatened or contemplated.

SECTION 6. Incorporation of Representations, Warranties and Covenants. Guarantor agrees that, for purposes of this Guaranty, all of the representations, warranties and covenants made by Borrower on behalf of or relating to each "Subsidiary" in Articles 2, 3, 4 and 5 of the Credit Agreement shall be deemed incorporated by reference into and made an express part of this Guaranty, as fully and completely as if set forth expressly herein, and Guarantor shall comply herewith and be bound thereby.

SECTION 7. Events of Default. (a) The breach of or failure to pay or perform any of the obligations secured hereby in accordance with their respective terms, which breach or failure continues beyond any applicable cure period, (b) the breach of or failure to perform or observe any covenant or agreement contained in this Guaranty, (c) any representation or warranty made by Guarantor herein is false or misleading in any material respect on or as of the date made or deemed made, or (d) the existence of any breach, Default or Event of Default under any of the Loan Documents shall each constitute an "Event of Default" hereunder; provided that any breach of the terms of this Guaranty which shall also constitute a breach of any other Loan

Document shall be subject to the same notice and cure right applicable to such breach under such Loan Document.

SECTION 8. Borrower Bankruptcy. During the bankruptcy or winding up or other distribution of assets of Borrower or any other Guarantor, the rights of Administrative Agent and Lenders against Guarantor shall not be affected or impaired by the omission of any of Administrative Agent and Lenders to prove its claim, or to prove the full claim, as appropriate, and any of Administrative Agent or Lenders may prove such claims as it sees fit and may refrain from proving any claim and in its discretion may value as it sees fit or refrain from valuing any Collateral held by it or on its behalf without in any way releasing, reducing or otherwise affecting the liability of Guarantor to Administrative Agent and Lenders.

SECTION 9. Miscellaneous.

(A) Governing Law. Except to the extent governed by applicable federal law, this Guaranty shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to choice of law doctrine.

(B) Binding Effect. This Guaranty shall be binding upon and inure to the benefit of Administrative Agent and the other Lenders and their successors and assigns (as permitted by the Credit Agreement), and in the event of an assignment of any or all of the obligations secured hereby, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Guaranty shall be binding upon Guarantor and its successors and assigns. Guarantor may not assign any of its rights or obligations hereunder without the prior written consent of Administrative Agent and the other Lenders and any such assignment not consented to shall not relieve Guarantor of its liabilities or obligations hereunder.

(C) Severability. The invalidity, illegality, or unenforceability in any jurisdiction of any provision under this Guaranty shall not affect or impair the remaining provisions in this Guaranty or any such invalid, unenforceable or illegal provision in any jurisdiction in which it is not invalid, unenforceable or illegal.

(D) Non-Waiver; Modification; Election of Remedies. The failure of Administrative Agent or Lenders, to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Guaranty, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. Administrative Agent's or any Lender's knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by Administrative Agent or any Lender of any provision hereof shall be deemed to have been made, or operate as an estoppel, unless expressed in writing and signed by Administrative Agent or Requisite Lenders. This Guaranty may not be amended or modified except in writing by the parties thereto. All remedies hereunder or under any of the Loan Documents are cumulative and in addition to and are not

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exclusive of any other remedies provided by Applicable Law. No enforcement of any remedy shall constitute an election of remedies.

(E) Notices. All notices hereunder shall be made, and shall be deemed to be duly given if made, in the manner provided for notices under Section 9.3 of the Credit Agreement, to the parties at the following addresses (or such other address for a party as shall be specified by like notice):

If to Guarantor, as follows:	Illinois Consolidated Telephone Company [121 South 17 th Street Mattoon, Illinois 61938] Attn: [PLEASE PROVIDE] Fax: [PLEASE PROVIDE]
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If to Administrative Agent, as follows:	CoBank, ACB 5500 South Quebec Street Greenwood Village, Colorado 80111 Attn: Communications & Energy Banking Group Fax: (303) 224-2639
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(F) Regulatory Approvals. Administrative Agent hereby acknowledges that certain provisions of this Guaranty and certain actions which may be taken by Administrative Agent or Lenders hereunder in the exercise of their respective rights under this Guaranty may require the consent of a Governmental Authority, including a PUC. Administrative Agent agrees that it will execute its remedies hereunder only to the extent that the exercise of such remedies is not prohibited by Applicable Law. Upon any action by Administrative Agent or Lenders to commence the exercise of remedies hereunder or under the Security Documents, Guarantor hereby undertakes and agrees to cooperate and join with Administrative Agent and Lenders in any application to any Governmental Authority, including any PUC, with respect thereto and to provide such assistance in connection therewith as Administrative Agent or Requisite Lenders may reasonably request, including, without limitation, the consent to or joining in of filings and appearances of officers and employees of Guarantor before any Governmental Authority, including any PUC, in each case in support of any such application made by Administrative Agent or Lenders, and Guarantor shall, directly or indirectly, not oppose any such action by Administrative Agent or Lenders before any such Governmental Authority.

SECTION 10. Consent to Jurisdiction. GUARANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES FEDERAL COURTS OR STATE COURTS LOCATED IN THE STATE OF COLORADO, FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY, THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. 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.

SECTION 11. Waiver of Jury Trial. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN THE EVENT ANY JUDICIAL PROCEEDING IS PERMITTED BY APPLICABLE LAW, ADMINISTRATIVE AGENT AND EACH LENDER BY THEIR ACCEPTANCE OF THIS GUARANTY OR THE BENEFITS HEREOF AND GUARANTOR HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR OTHER PROCEEDING ARISING OUT OF OR ANY DISPUTE IN CONNECTION WITH THIS GUARANTY, THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS.

SECTION 12. Authority of Administrative Agent. Guarantor acknowledges that the rights and responsibilities of Administrative Agent under this Guaranty with respect to any action taken by Administrative Agent or the exercise or non-exercise by Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Guaranty as between Administrative Agent and the other Lenders, shall be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between Administrative Agent and Guarantor, Administrative Agent shall be conclusively presumed to be acting as agent for the benefit of itself and the other Lenders with full and valid authority so to act or refrain from acting, and Guarantor shall not be under any obligation or entitlement to make any inquiry respecting such authority.

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IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered by its duly authorized officer, as of the date first written above.

**ILLINOIS CONSOLIDATED TELEPHONE
COMPANY**

By: _____
Name: _____
Title: _____