

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

HORIZON CELLULAR TELEPHONE COMPANY)
OF CENTRAL KENTUCKY, L.P., A DELAWARE) CASE NO.
LIMITED PARTNERSHIP, FOR AUTHORITY) 93-345
TO ASSUME CERTAIN LIABILITIES)

O R D E R

On September 14, 1993, Horizon Cellular Telephone Company of Spencer, L.P. ("Horizon") filed its application pursuant to KRS 278.300 requesting authority to assume certain liabilities with respect to indebtedness to be incurred by Horizon's limited partner, Horizon Cellular Telephone Company, L.P. ("HCTC"), a Delaware limited partnership.

Under the terms of the application, Horizon's limited partner, HCTC, will enter into a Reducing Revolving Credit Facility for the purpose of: (1) refinancing a portion of existing senior indebtedness of HCTC; (2) financing future acquisitions of cellular telephone systems by HCTC; and (3) funding the general operating requirements, including capital expenditures and working capital needs of HCTC (the transaction, including all related agreements, hereinafter referred to as the "Revolving Credit"). Although the documents for the Revolving Credit have not been fully negotiated and signed, a term sheet (the "Term Sheet") which summarizes the substantive terms of the Revolving Credit, including the amount to be borrowed, the interest rate, security to be provided, the

maturity date and terms of repayment, is attached as Exhibit 1 of the application.

In order to facilitate the Revolving Credit, as set forth by the Term Sheet, Horizon will be required to enter into certain pledge agreements (the "Pledge Agreements") wherein all of its assets will be pledged as security for the amounts to be borrowed by HCTC pursuant to the Revolving Credit. Also, HCTC and Horizon's general partner, KCCGP, L.P. ("KCCGP") will be required to enter into certain pledge agreements (the "Partnership Pledges") wherein each pledges its ownership interests in Horizon as security for the Revolving Credit. The Pledge Agreements and Partnership Pledges have not been fully negotiated and signed, but the Commission finds that final drafts of the same should be provided to the Commission along with final drafts of other relevant documents to be executed in conjunction with the Revolving Credit as soon as they are completed.

The Commission, having considered the evidence of record and being sufficiently advised, finds that the issuance and consummation of the above agreements by Horizon are for the lawful objectives within the corporate purposes of Horizon's operations, are necessary or appropriate for and consistent with the proper performance of its service to the public, will not impair its ability to perform that service, are reasonably necessary and appropriate for such purposes, and should therefore be approved.

IT IS THEREFORE ORDERED that:

1. Horizon be and it hereby is authorized to incur debt as evidenced by the agreements in its application.

2. Horizon shall, within 30 days after the consummation of the agreement referred to herein, file with the Commission a statement setting forth the date or dates of the consummation of the transactions authorized herein, the price paid, the interest rates, and all fees and expenses, including underwriting discounts or commission or other compensation, involved in the issuance and distribution.

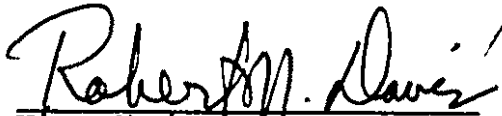
3. The proceeds from the transactions authorized herein shall be used only for the lawful purposes as set out in the application.

Nothing contained herein shall be construed as a finding of value for any purpose or as a warranty on the part of the Commonwealth of Kentucky or any agency thereof as to the securities authorized herein.

Done at Frankfort, Kentucky, this 5th day of October, 1993.

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman

ATTEST:


Executive Director


Commissioner