

**Schedule 3.13****Insurance**

<b>CARRIER</b>	<b>POLICY LIMIT</b>	<b>EXPIRATION DATE</b>	<b>TYPE</b>
Ace American Ins. Co.	\$2,000,000 (aggregate)	7/17/2007	Commercial General Liability
Ace American Ins. Co.	\$2,000,000	7/17/2007	Automobile Liability
Ace American Ins. Co.	Statutory	7/17/2007	Workers' Compensation
Various	\$100,000,000	7/17/2007	Umbrella (W/C, AL and GL)
ACE/Lexington	\$50 million	7/17/2007	Property
Houston Casualty Co.	\$10,000,000	7/17/2007	D&O
Various	\$100,000,000	7/17/2007	D&O Excess
Houston Casualty Co.	\$10,000,000	7/17/2007	Fiduciary
Various	\$50,000,000	7/17/2007	Fiduciary Excess
Houston Casualty Co.	\$10,000,000	7/17/2007	EPLI (Employment Practices)
Various	\$25,000,000	7/17/2007	EPLI Excess
Lloyd's/Hiscox	\$20,000,000	7/17/2007	E&O (Errors & Omissions)
Great American	\$10,000,000	7/17/2007	Crime
Great American	\$10,000,000	7/17/2007	Special Crime
AIG Aviation	\$100,000,000	7/17/2007	Aviation

**DISCLOSURE SCHEDULES TO CREDIT AGREEMENT**

**Schedule 5.10**

**Certain Regulated Subsidiaries**

**A. Former Subsidiaries of Alltel Holding Corp.**

<b>Direct Wholly-Owned Subsidiaries of Borrower (100% ownership)</b>	
<b>Subsidiary</b>	<b>Jurisdiction of Incorporation</b>
Windstream Accucomm Telecommunications, Inc. (f/k/a Accucomm Telecommunications, Inc.)	Georgia
Windstream Accucomm Networks, Inc. (f/k/a Accucomm Networks, Inc.)	Georgia
Windstream Kentucky East, Inc. (f/k/a Kentucky ALLTEL, Inc.)	Delaware
Windstream Communications, Inc. (f/k/a Alltel Holding Corporate Services, Inc.)	Delaware
TriNet, Inc.	Georgia
Windstream North Carolina, Inc. (f/k/a ALLTEL Carolina, Inc.)	North Carolina
Windstream Florida, Inc. (f/k/a ALLTEL Florida, Inc.)	Florida
Windstream Kentucky West, Inc. (f/k/a ALLTEL Kentucky, Inc.)	Kentucky
Windstream Mississippi, Inc. (f/k/a ALLTEL Mississippi, Inc.)	Mississippi
Windstream Missouri, Inc. (f/k/a ALLTEL Missouri, Inc.)	Missouri
Windstream New York, Inc. (f/k/a ALLTEL New York, Inc.)	New York
Windstream Ohio, Inc. (f/k/a ALLTEL Ohio, Inc.)	Ohio
Windstream Pennsylvania, Inc. (f/k/a ALLTEL Pennsylvania, Inc.)	Pennsylvania
Windstream Western Reserve, Inc. (f/k/a The Western Reserve Telephone Company)	Ohio
Windstream Standard, Inc. (f/k/a Standard Telephone Company)	Georgia
Windstream Georgia Telephone, Inc. (f/k/a Georgia Telephone Corporation)	Georgia
Windstream Georgia Communications Corp. (f/k/a ALLTEL Georgia Communications Corp.)	Georgia
Georgia Windstream, Inc. (f/k/a Georgia ALLTEL Telecom, Inc.)	Michigan
Windstream Georgia, Inc. (f/k/a ALLTEL Georgia, Inc.)	Georgia

**DISCLOSURE SCHEDULES TO CREDIT AGREEMENT**

Indirect Wholly-Owned Subsidiaries of Borrower		
Subsidiary	Direct Parent Company (100% ownership)	Subsidiary Jurisdiction of Incorporation
Windstream Systems of the Midwest, Inc. (f/k/a ALLTEL Systems of the Midwest, Inc.)	ALLTEL Communications Holdings of the Midwest, Inc.	Nebraska
Windstream of the Midwest, Inc. (f/k/a ALLTEL Communications of the Midwest, Inc.)	ALLTEL Communications Holdings of the Midwest, Inc.	Nebraska
Windstream Nebraska, Inc. (f/k/a ALLTEL Nebraska, Inc.)	ALLTEL Communications Holdings of the Midwest, Inc.	Delaware

**B. Valor Entities.**

None.

## **Schedule 6.01**

### **Existing Indebtedness**

1. Obligations under the Valor 2005 Credit Facility and the related loan documents.<sup>1</sup>
2. Existing Indebtedness to be repaid on Effective Date. Certain regulated Alltel ILECs have outstanding debt in the form of debentures in the principal amounts set forth below that will be repaid on the Effective Date immediately after the Contribution from the proceeds of the New Notes. These debentures have been issued by the following Wireline Companies in the principal amounts set forth below:

<b>Issuer</b>	<b>Principal Amount</b>	<b>Maturity</b>
Windstream Pennsylvania, Inc. (f/k/a ALLTEL Pennsylvania, Inc.)	\$8,725,000	2011
Georgia Alltel Telecommunications, Inc.	\$9,822,000	2009
Georgia Alltel Telecommunications, Inc.	\$10,636,000	2014
Windstream New York, Inc. (f/k/a ALLTEL New York, Inc.)	\$4,910,000	2011
Windstream New York, Inc. (f/k/a ALLTEL New York, Inc.)	\$3,455,150	2009
Windstream New York, Inc. (f/k/a ALLTEL New York, Inc.)	\$2,364,050	2009
Texas Windstream, Inc. (f/k/a Texas ALLTEL, Inc.)	\$15,000,000	2018
Windstream Western Reserve, Inc. (f/k/a The Western Reserve Telephone Company)	\$12,000,000	2009
Windstream Western Reserve, Inc. (f/k/a The Western Reserve Telephone Company)	\$13,910,000	2014

<sup>1</sup> The Loans and other Obligations then owing under the Valor 2005 Credit Facility will be paid in full on the Effective Date immediately following the Merger, and the Commitments thereunder will be terminated and the Liens thereunder will be released, in each case, as contemplated by a payoff letter dated as of the Effective Date. Releases of real property mortgages and related utility and fixture filings pursuant to the Valor 2005 Credit Facility (the "Bank of America Mortgages") will be filed after the Effective Date, as provided for in the Security Agreement.

### **DISCLOSURE SCHEDULES TO CREDIT AGREEMENT**

3. Existing Indebtedness that will remain outstanding after Effective Date. Debentures issued as follows:

<b>Issuer</b>	<b>Principal Amount</b>	<b>Maturity</b>
Teleview, Inc.	\$1,000,000	2010

## Schedule 6.02

### Existing Liens

1. The Bank of America Mortgages.<sup>1</sup>
2. Liens granted pursuant to the Valor 2005 Credit Facility and related loan documents (other than the Bank of America Mortgages).<sup>2</sup>
3. The CGKC&H Wireless Partnership Interest owned by Kerrville Wireless is subject to a security interest of SBC pursuant to the SBC Profits Interest Agreement.
4. Kerrville Wireless Holdings Limited Partnership's interest in CGKC&H Rural Cellular Limited Partnership is subject to a security interest of SBC pursuant to the SBC Profits Interest Agreement. Additionally, Kerrville Wireless Holdings Limited Partnership's interest in CGKC&H Rural Cellular Limited Partnership and Kerrville Mobile Holdings, Inc.'s interest in CGKC&H No. 2 Rural Cellular Limited Partnership are subject to rights of first refusal set forth in the partnership agreements of each limited partnership.
5. Other liens, as set forth as follows:

DEBTOR	SECURED PARTY	FILING NUMBER	FILING DATE	LIEN DESCRIPTION
<b>ALLTEL Communications Products, Inc.</b>				
SOS, AR - UCC	Cisco Systems Capital Corporation	01380484	01/23/02	Equipment Lease
Fulton County Clerk, GA - UCC	Cisco Systems Capital Corporation	060290200968	01/23/02	Equipment Lease
SOS, OH - UCC	Cisco Systems Capital Corporation	OH00044360296	01/23/02	Equipment Lease
	Toyota Motor Credit Corporation	OH00069613161	10/16/03	Equipment Lease
	Toyota Motor Credit Corporation	OH00072955089	01/15/04	Equipment Lease
<b>ALLTEL Publishing Corporation</b>				
SOS, OH - UCC	General Electric Capital Corporation	OH00050257093	06/06/02	Equipment Lease

<sup>1</sup> See footnote 1 on Schedule 6.01.

<sup>2</sup> See footnote 1 on Schedule 6.01.

<b>ALLTEL Communications*</b>				
SOS, AR – UCC	Cisco Systems Capital Corporation	01380484	01/23/02	Equipment Lease
<b>Valor Telecommunications Enterprises, LLC</b>				
SOS, DE – UCC	Citicorp Vendor Finance, Inc.	41562281	May 18, 2004	Various Digital Copiers, Equipment, and Units of Computer Memory
<b>Valor Telecommunications of New Mexico, LLC (FKA Valor Telecommunications of Texas, LP)</b>				
	GreatAmerica Leasing Corporation	21932692	July 12, 2002	Two Copiers (Equipment Lease)
<b>Kerrville Telephone, LP</b>				
	The Kerrville Telephone Company	90-00033448	February 13, 1990	Deed of Trust Public Utility Lease
	The Kerrville Telephone Company	91-00223864	November 22, 1991	Deed of Trust Public Utility Lease
	The Kerrville Telephone Company	92-00021904	February 6, 1992	Deed of Trust Public Utility Lease
	The Kerrville Telephone Company	97-00219732	October 23, 1997	Deed of Trust Public Utility Lease

\* Indicates prior or doing business as name.

#### DISCLOSURE SCHEDULES TO CREDIT AGREEMENT

## **Schedule 6.04**

### **Existing Investments**

#### **Equity Investments**

<b><u>Entity</u></b>	<b><u>Type of Entity/Jurisdiction of Organization</u></b>	<b><u>Ownership</u></b>
CGKC&H No. 2 Rural Cellular Limited Partnership	Texas limited partnership	Kerrville Mobile Holdings, Inc. (32% General Partner)
CGKC&H Rural Cellular Limited Partnership	Texas limited partnership	Kerrville Wireless Holdings Limited Partnership (32% General Partner)
Texas RSA 15B2 Limited Partnership	Texas limited partnership	CGKC&H Rural Cellular Limited Partnership (99% General Partner)

#### **Other Existing Investments<sup>1</sup>**

1. The non-interest bearing, amortizing subordinated capital certificate of the Rural Telephone Finance Cooperative as of February 14, 2005 bearing certificate no. TX80209006001 in a face amount of \$5,555,555.

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<sup>1</sup> Additional details to be provided.



**Schedule 6.06**

**Sale and Leaseback Transactions**

None.

**Schedule 6.09**

**Transactions with Affiliates**

None.

## **Schedule 6.10**

### **Existing Restrictions**

1. Restrictions on the Effective Date under the Valor 2005 Credit Facility and related loan documents.<sup>1</sup>
2. Restrictions under the Bank of America Mortgages as referenced on Schedule 6.01.<sup>2</sup>

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<sup>1</sup> See footnote 1 on Schedule 6.01.

<sup>2</sup> See footnote 1 on Schedule 6.01.

## EXHIBIT A

### FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the "Assignor") and [*Insert name of Assignee*] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Credit Agreement), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective Facilities identified below (including any Letters of Credit, guarantees and Collateral included in such Facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement or any other Loan Document or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: \_\_\_\_\_
2. Assignee: \_\_\_\_\_  
[and is an Affiliate/Approved Fund of [*identify Lender*]<sup>2</sup>]
3. Borrower: Windstream Corporation
4. Administrative Agent: JPMorgan Chase Bank, N.A., as the administrative agent under the Credit Agreement
5. Credit Agreement: The \$3,300,000,000 Credit Agreement dated as of July 17, 2006 among Windstream Corporation (formerly known as ALLTEL Holding Corp.), the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and the other agents parties thereto

<sup>2</sup> Select as applicable.

6. Assigned Interest:

Facility Assigned <sup>3</sup>	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans <sup>4</sup>
	\$	\$	%
	\$	\$	%
	\$	\$	%

Effective Date: \_\_\_\_\_, 20\_\_ (the "Effective Date") *[TO BE INSERTED BY ADMINISTRATIVE AGENT UPON ENTRY OF THIS EXECUTED ASSIGNMENT INTO THE REGISTER AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]*

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Wireline Companies and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

<sup>3</sup> Fill in the appropriate terminology for the types of Facilities under the Credit Agreement that are being assigned under this Assignment (e.g. "Revolving Commitment," "Tranche A Commitment," "Tranche B Commitment," etc.)

<sup>4</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders under the applicable Facility.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[*NAME OF ASSIGNOR*]

By: \_\_\_\_\_  
Title:

ASSIGNEE

[*NAME OF ASSIGNEE*]

By: \_\_\_\_\_

Title:

[Consented to and]<sup>5</sup> Accepted:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By \_\_\_\_\_  
Title:

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<sup>5</sup> To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.



[Consented to:]<sup>6</sup>

WINDSTREAM CORPORATION

By \_\_\_\_\_  
Title:

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<sup>6</sup> To be added only if the consent of the Borrower is required by the terms of the Credit Agreement.

[Consented to:]<sup>7</sup>

JPMORGAN CHASE BANK, N.A., as  
Issuing Bank

By \_\_\_\_\_  
Title:

**[ADD OTHER ISSUING BANKS]**

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<sup>7</sup> To be added only if the consent(s) of the Issuing Bank(s) is/are required by the terms of the Credit Agreement.

WINDSTREAM CORPORATION (formerly known as ALLTEL Holding Corp.)  
\$3,300,000,000 Credit Agreement dated as of July 17, 2006

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received and/or had the opportunity to review a copy of the Credit Agreement to the extent it has in its sole discretion deemed necessary, together with copies of the most recent financial statements referred to in Sections 3.04(a) and (b) or delivered pursuant to Section 5.01(a) or 5.01(b) thereof, as applicable, and such other documents and information as it has in its sole discretion deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on any Agent or any other Lender, and (v) if it is a Foreign Recipient, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on any Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent and the Collateral Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective permitted successors and assigns. This

Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.