

# **EXHIBIT 13**

**Rob Snyder**

---

**From:** Rob Snyder  
**Sent:** Tuesday, October 09, 2007 12:38 PM  
**To:** Pfaff, Jeff M [LEG]  
**Subject:** RE: Sprint Communications Company L.P. / Whidbey Telephone Company  
**Attachments:** EXTENSION AGREEMENT.doc

Jeff -

I tried to reach you yesterday (10/08/07) by telephone, but was unsuccessful. However, I did leave you a voice mail message.

I'm a bit puzzled by the question (in your e-mail below) as to why Section 6 was proposed to be deleted from the Non-Disclosure Agreement. The reasons for the deletion were identified in the comment adjacent to that section in the right-hand margin of the redlined draft of the NDA that accompanied my letter and e-mail to you of August 10, 2007. If you still have a question, please let me know and I'd be happy to discuss it with you.

In response to your voice mail inquiry of last Thursday (10/04/07) regarding whether it would be possible to extend the window within which a request for arbitration might be filed, if Section 252(b) of the Communications Act of 1934, as amended, is applicable, I've prepared a draft Extension Agreement to accommodate such an extension. Please note that the date is blank, inasmuch as your telephone message did not indicate the date to which Sprint Communications Company L.P. ("Sprint") would like the relevant period, if applicable, to be extended. Please let me know what date Sprint desires so that I may review Sprint's request with my client, Whidbey Telephone Company.

Thank you.

Rob

Robert S. Snyder  
Law Offices of Robert S. Snyder  
1000 Second Avenue, 30th Floor  
Seattle, WA 98104  
Tel. (206) 622-2226  
FAX 206) 622-2227

CONFIDENTIAL

---

**From:** Pfaff, Jeff M [LEG] [mailto:Jeff.M.Pfaff@sprint.com]  
**Sent:** Thu 10/4/2007 3:19 PM  
**To:** Rob Snyder  
**Cc:** Sanfilippo, William [NTK]; Hassell, Mary Ellen E [LEG]  
**Subject:** RE: Sprint Communications Company L.P. / Whidbey Telephone Company

Robert: I have reviewed your proposals for the NDA. I am willing to accept most of them, but I have a question as to why you deleted Section 6 in its entirety. We think there should be the right to recover confidential information provided to the other party. Do you have a counterproposal for this section? Thanks.

-----Original Message-----

**From:** Rob Snyder [mailto:Rob.Snyder@whidbeytel.com]  
**Sent:** Friday, August 10, 2007 7:11 PM  
**To:** Pfaff, Jeff M [LEG]

11/7/2007

**Subject:** Sprint Communiations Company L.P. / Whidbey Telephone Company

Mr. Pfaff –

Please see the attached letter, dated August 10, 2007, and its referenced enclosures (also attached).

Robert S. Snyder  
Law Offices of Robert S. Snyder  
1000 Second Avenue, 30<sup>th</sup> Floor  
Seattle, WA 98104  
Tel. (206) 622-2226  
FAX (206) 622-2227

CONFIDENTIAL

11/7/2007

## EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of October, 2007, by and between Sprint Communications Company L.P. ("Sprint") and Whidbey Telephone Company ("Whidbey").

WHEREAS, by letter dated May 10, 2007, Sprint has submitted to Whidbey a request to negotiate an interconnection agreement encompassing certain carrier duties purportedly set forth in subsections (a) and (b) of Section 251 of the Communications Act of 1934, as amended ("the Sprint Request"); and

WHEREAS, Sprint has asserted that the Sprint Request is subject to the timelines and arbitration provisions set forth in 47 U.S.C. § 252(b)(1); and

WHEREAS, to the extent, if any, that the timelines and arbitration provisions set forth in 47 U.S.C. § 251(b)(1) may apply to the Sprint Request, Sprint and Whidbey desire to extend the period within which either Sprint or Whidbey may file a timely request for arbitration, if applicable, with the Washington Utilities and Transportation Commission with respect to the Sprint Request;

NOW, THEREFORE, for and in consideration of the mutual agreements set forth below, the parties hereto agree as follows:

1. The period within which either Sprint or Whidbey may file a timely request for arbitration, if applicable, with the Washington Utilities and Transportation Commission with respect to the Sprint Request is hereby extended to and including \_\_\_\_\_.
2. Nothing contained in this Agreement shall be construed to be an admission by either Sprint or Whidbey as to any matter, including, but not limited to, the effect of the Sprint Request or whether the Sprint Request is, in any respect, subject to 47 U.S.C. § 252(b), or whether said subsection, or any portion thereof, has any application to the Sprint Request.
3. Except for the extension of time expressly provided for in Paragraph 1 above, nothing contained in this Agreement shall be construed to be a waiver by either Sprint or Whidbey of any right, privilege, immunity or exemption of any nature whatsoever, including, but not limited to, the exemption conferred upon Whidbey by 47 U.S.C. § 251(f)(1) or the rights conferred upon Whidbey by 47 U.S.C. § 251(f)(2).

4. This Agreement shall be binding upon, and shall inure to the benefit of, only the parties hereto. This Agreement may not be assigned. There are no third party beneficiaries to this Agreement.
5. Except insofar as Federal law may be applicable to the subject(s) of this Agreement, this Agreement shall governed by, and construed and interpreted in accordance with, the law of the State of Washington, without regard to its choice of law provisions.
6. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same agreement. Any signature to this Agreement transmitted by telecopier or by e-mail in .pdf format shall have the same effect as an original signature.

IN WITNESS WHEREOF, Sprint and Whidbey have caused this agreement to be executed by their respective, duly authorized representatives.

SPRINT COMMUNICATIONS COMPANY, L.P.

By \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

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

Date of Signature: \_\_\_\_\_

WHIBEY TELEPHONE COMPANY

By \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

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

Date of Signature: \_\_\_\_\_