

# **EXHIBIT 15**

**Rob Snyder**

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**From:** Rob Snyder  
**Sent:** Friday, October 12, 2007 2:51 PM  
**To:** Pfaff, Jeff M [LEG]  
**Subject:** RE: Sprint Communications Company L.P. / Whidbey Telephone Company  
**Attachments:** EXTENSION AGREEMENT 2.doc; EXTENSION AGREEMENT 2 (Compare).doc

Jeff -

I remain concerned that with a 60-day extension, Whidbey Telephone Company ("Whidbey") could be put in the disadvantageous position of having to prepare a response to a Sprint petition for arbitration during the holiday season. In an effort to address both Sprint's preference for a 60-day extension and my concern on Whidbey's behalf, I have prepared a revised draft of the Extension Agreement. Clean and redlined copies of that revised draft are attached to this e-mail for your review. The revised draft incorporates the 60-day extension preferred by Sprint, increases from 25 to 40 days the time for the non-petitioning party to respond to a petition for arbitration, and extends the time for the Washington Utilities and Transportation Commission to enter its order, since extending the parties timeline without similarly extending the Commission's timeline could place the Commission in scheduling squeeze. Some other minor modifications to the Extension Agreement have also been made, as shown on the redlined version. (The redlined version has been generated using Word's compare utility.)

Please let me know whether the attached form of Extension Agreement is acceptable to Sprint.

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

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**From:** Pfaff, Jeff M [LEG] [mailto:Jeff.M.Pfaff@sprint.com]  
**Sent:** Thu 10/11/2007 8:57 AM  
**To:** Rob Snyder  
**Cc:** Hassell, Mary Ellen E [LEG]; Sanfilippo, William [NTK]  
**Subject:** RE: Sprint Communications Company L.P. / Whidbey Telephone Company

Rob - Thanks for your email. We would prefer to keep the extension at 60 days at this point and deal with any further extensions at that time. I look forward to your response. Thanks, Jeff.

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

**From:** Rob Snyder [mailto:Rob.Snyder@whidbeytel.com]  
**Sent:** Thursday, October 11, 2007 9:02 AM  
**To:** Pfaff, Jeff M [LEG]  
**Subject:** RE: Sprint Communications Company L.P. / Whidbey Telephone Company

11/7/2007

Jeff -

Thanks for your e-mail below. The proposed 60-day extension would expire in mid-December, right at the beginning of the holiday season. Given the time line for response to a petition set forth in 47 U.S.C. Section 252(b)(3) (which would burden the holiday season) and the pace at which this matter has progressed thus far (and thus the likelihood that a further extension would be needed), I would suggest a 90-day extension, to mid- January 2007.

I'm out-of-town at all-day meetings both today and tomorrow (Friday, October 12), so I may not be able to get back to you on this until late tonight or the weekend. However, I'll try to discuss both approaches with my client, time permitting. Please let me know if a 90-day extension would be acceptable to Sprint.

Thanks.

Rob

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

From: Pfaff, Jeff M [LEG] [<mailto:Jeff.M.Pfaff@sprint.com>]  
Sent: Wed 10/10/2007 4:20 PM  
To: Rob Snyder  
Cc: Sanfilippo, William [NTK]; Hassell, Mary Ellen E [LEG]  
Subject: RE: Sprint Communications Company L.P. / Whidbey Telephone Company

Thanks Rob. Sprint would suggest a 60 day extension. Thanks for preparing the draft extension. I have filled in Section 1 with the 60 day date. I hope this will be acceptable to your client. If this is acceptable to your client, Sprint is prepared to execute. I look forward to hearing back from you. Jeff.

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

From: Rob Snyder [<mailto:Rob.Snyder@whidbeytel.com>]  
Sent: Tuesday, October 09, 2007 2:38 PM  
To: Pfaff, Jeff M [LEG]  
Subject: RE: Sprint Communications Company L.P. / Whidbey Telephone Company

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.

11/7/2007

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

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CONFIDENTIAL

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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]  
Subject: Sprint Communications Company L.P. / Whidbey Telephone Company

Mr. Pfaff-

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

11/7/2007

Robert S. Snyder

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Seattle, WA 98104

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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") (Sprint and Whidbey each sometimes hereinafter being referred to as a "party").

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); 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 petition for arbitration, if applicable, with the Washington Utilities and Transportation Commission with respect to the Sprint Request is hereby extended to and including December 16, 2007, as Day 160 if the Sprint Request is ultimately determined to be a request pursuant to 47 U.S.C. § 252; the period within which the non-petitioning party may respond to the other party's said petition pursuant to 47 U.S.C. § 252(b)(3), if applicable, is hereby extended to and including forty (40) days after the Washington Utilities and Transportation Commission receives such petition; and the time period within which the Washington Utilities and Transportation Commission shall conclude the resolution of any unresolved issues pursuant to 47 U.S.C. § (b)(4)(C) , if applicable, with respect to such petition is hereby extended to and including twelve (12) months after May 10, 2007.
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 be 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.

[continued on page 3]

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: \_\_\_\_\_



EXTENSION AGREEMENT

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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); and

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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;

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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.
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[continued on page 3]

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

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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: \_\_\_\_\_

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