

5. On that same day, Mr. Williams provided me the email string attached as Exhibit A, informing me that this was the last information he had on the matter and it was his understanding that Kennebec was accumulating the information requested. This is the same email string that Mr. Williams and I relied upon in filing his Affidavit on June 1, 2009, as neither of us were aware of any subsequent communications that Mr. Simpson had with Ms. Moore regarding the defenses raised in issues of whether Qwest or Alltel should be paying for the transiting.

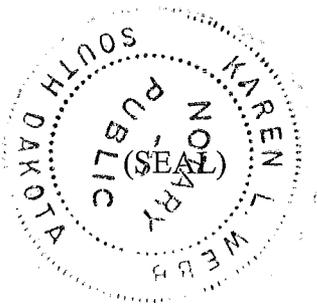
6. It is my understanding the reason the matter did not proceed forward last fall was that Kennebec had asked for some time to resolve related matters with another company before proceeding in this case.

Dated this 15th day of June, 2009.



Talbot J. Wiczorek

Subscribed and sworn to before me this 15th day of June, 2009.



Karen L. Webb
Notary Public, State of South Dakota
My commission expires: 10-13-13

From: Simpson, Sean
Sent: Tuesday, March 11, 2008 5:50 AM
To: Williams, Ron; Rowell, Stephen B
Subject: FW: Kennebec
FYI

From: Meredith Moore [mailto:meredithm@cutlerlawfirm.com]
Sent: Monday, March 10, 2008 6:24 PM
To: Simpson, Sean
Subject: RE: Kennebec

Sean,

Thank you for the information. Kennebec's consultant who initially participated in the negotiations with Ron Williams is currently out of the office and will not be back until Wednesday. I have a call scheduled with Kennebec's general manager and its consultant on Wednesday afternoon to discuss the Qwest and rate issues raised last Friday. I will get back to you as soon as I can after this call since I know we are operating on a short time frame.

Thank you.

Meredith

From: Sean.Simpson@alltel.com [mailto:Sean.Simpson@alltel.com]
Sent: Friday, March 07, 2008 2:54 PM
To: Meredith Moore
Subject: Kennebec

I have had a chance to speak with Ron Williams and consistent with what you may have understood - the discussion were with the consulting group, although Ron was not sure it was Consortia - but during those discussions Alltel was open to discussing a rate if it could be assured Qwest was not already paying for the traffic as it must be in the same position to get its own traffic to Golden West and if it is paying for that traffic, which is also Alltel's traffic, then Kennebec would get double recovery. In any event the consultants simply refused to provide any repeses on the issues - which forced Alltel to terminate payment. But as we discussed, I think it makes sense to have that dialogue again before significant expenses are incurred and Qwest is added to the action - further complicating matters.

Thanks

Sean R. Simpson
Senior Counsel - Alltel Communications, Inc.
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Mankato, MN 56001
507-385-2455 (Office)
507-327-2455 (Mobile)

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