

**Rate Amendment
to the Type 2 Wireless Interconnection Agreement between
Qwest Corporation
and
Cricket Communications, Inc.
for the State of Nebraska**

This is an Amendment (this "Amendment") to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Cricket Communications, Inc. ("WSP"), a Delaware corporation. Qwest and WSP shall be known jointly as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the Parties entered into a Type 2 Wireless Interconnection Agreement (the "Agreement"), for service in the State of Nebraska, that was approved by the Commission on September 19, 2001; and

WHEREAS, the Parties would like to replace Part G of the Agreement with the Exhibit A attached to this Amendment to properly reflect various cost docket rate changes and the appropriate toll transit minute of use rate.

WHEREAS, the Parties desire to avoid any billing disputes based on the subject matter of this Amendment and understand and agree that the rates set forth in Exhibit A hereto have been historically charged and paid for the period up to and including the date of this Amendment;

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by deleting in its entirety Part G originally attached to the Agreement and replacing it with Exhibit A attached hereto. It is understood and agreed by the Parties that neither Party will seek billing adjustments based on the subject matter of this Amendment, including without limitation, with respect to the rates set forth in Exhibit A hereto that have been historically charged and paid for the period up to and including the date of this Amendment.

The Payment Section of the Agreement is hereby amended by adding the following terms and conditions:

WSP must not remit payment for any of the Services provided under this Agreement with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the Parties in this Agreement or in an amendment to this Agreement.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Cricket Communications, Inc.



Signature

Dan Graf

Name Printed/Typed

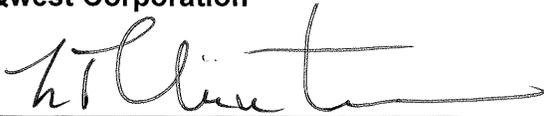
Director Interconnect, Bhaul, Peering

Title

4/19/2011

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director - Wholesale Contracts

Title

4/25/11

Date

**Cricket Communications Inc.
Wireless Type 2 Exhibit A
Nebraska**

Select the appropriate type of contract below. For cost docket changes, leave blank:			Select Traffic Type Options	EAS / Local Traffic Reciprocal Compensation Election		Notes			
				Bill and Keep					
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.0	Interconnection								
6.1	Entrance Facilities								
	6.1.1	DS1		\$79.98		\$179.89	A		A
	6.1.2	DS3		\$429.36		\$314.74	A		A
6.2	Intentionally Left Blank								
6.3	Direct Trunked Transport								
	6.3.1	DS0 (Recurring Fixed & per Mile)							
		6.3.1.1	Over 0 to 8 Miles	\$20.95	\$0.23		A	A	
		6.3.1.2	Over 8 to 25 Miles	\$21.00	\$0.13		A	A	
		6.3.1.3	Over 25 to 50 Miles	\$21.11	\$0.11		A	A	
		6.3.1.4	Over 50 Miles	\$21.19	\$0.07		A	A	
	6.3.2	DS1 (Recurring Fixed & per Mile)							
		6.3.2.1	Over 0 to 8 Miles	\$34.12	\$3.25		A	A	
		6.3.2.2	Over 8 to 25 Miles	\$34.95	\$3.28		A	A	
		6.3.2.3	Over 25 to 50 Miles	\$36.80	\$1.86		A	A	
		6.3.2.4	Over 50 Miles	\$35.44	\$0.79		A	A	
	6.3.3	DS3 (Recurring Fixed & per Mile)							
		6.3.3.1	Over 0 to 8 Miles	\$219.24	\$54.79		A	A	
		6.3.3.2	Over 8 to 25 Miles	\$222.65	\$17.32		A	A	
		6.3.3.3	Over 25 to 50 Miles	\$204.76	\$21.47		A	A	
		6.3.3.4	Over 50 Miles	\$216.42	\$14.86		A	A	
6.4	Multiplexing								
	6.4.1	DS1 to DS0		\$233.80		\$203.08	A		A
	6.4.2	DS3 to DS1		\$248.81		\$203.08	A		A
6.5	Trunk Nonrecurring Charges								
	6.5.1	DS0 Interface				\$232.28			
	6.5.2	DS1 Interface							
		6.5.2.1	First Trunk			\$262.34			A
		6.5.2.2	Each Additional Trunk			\$4.74			A
	6.5.3	DS3 Interface							
		6.5.3.1	First Trunk			\$267.84			A
		6.5.3.2	Each Additional Trunk			\$10.25			A
	6.5.4	Trunk Routing Change, per Type 2 Trunk Group							
		6.5.4.1	2A Direct Final to Alternate Final			\$76.42			1
		6.5.4.2	Type 2 Routing Translation Change			\$76.42			1
6.6	Intentionally Left Blank								
6.7	IntraMTA Traffic								
	6.7.1	End Office Call Termination, per Mou		\$0.001260			###		
	6.7.2	Tandem Switched Transport, per Minute of Use		\$0.00069			#		
	6.7.3	Tandem Transmission (Recurring Fixed & per Mile)							
		6.7.3.1	Over 0 to 8 Miles	\$0.000488	\$0.0000308		A	A	
		6.7.3.2	Over 8 to 25 Miles	\$0.000496	\$0.0000179		A	A	
		6.7.3.3	Over 25 to 50 Miles	\$0.000528	\$0.0000134		A	A	
		6.7.3.4	Over 50 Miles	\$0.000537	\$0.0000076		A	A	
6.8	Intentionally Left Blank								
6.9	Miscellaneous Charges								
	6.9.1	Cancellation Charge					Qwest s Nebraska Access Service Catalog		
	6.9.2	Expedite Charge					Qwest s Nebraska Access Service Catalog		
6.10	Transit Traffic								
	6.10.1	Local Transit (Local Transit Assumed Mileage = 15 Miles)		See Tandem Switching and Tandem Transmission Rates Above	See Tandem Switching and Tandem Transmission Rates Above				

**Cricket Communications Inc.
Wireless Type 2 Exhibit A
Nebraska**

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	6.10.2	IntraLATA Toll Transit		\$0.003005					
	6.10.3	Jointly Provided Switched Access		Qwest s Nebraska Access Service Catalog					
	6.10.4	Category 11 Mechanized Record Charge, per Record		\$0.001723			A		
7.0	Intentionally Left Blank								
8.0	Intentionally Left Blank								
9.0	Ancillary Services								
	9.1	Local Number Portability							
	9.1.1	LNP Queries		See FCC Tariff #1 Sections 13 & 20		See FCC Tariff #1 Sections 13 & 20			
	9.2	Intentionally Left Blank							
	9.3	Intentionally Left Blank							
	9.4	Access to Poles, Ducts, Conduits and Rights of Way (ROW)							
	9.4.1	Pole Inquiry Fee, per Mile				\$304.67			A
	9.4.2	Innerduct Inquiry Fee, per Mile				\$366.22			A
	9.4.3	Intentionally Left Blank							
	9.4.4	Intentionally Left Blank							
	9.4.5	Field Verification Fee, per Pole				\$33.84			A
	9.4.6	Field Verification Fee, per Manhole				\$439.88			A
	9.4.7	Intentionally Left Blank							
	9.4.8	Intentionally Left Blank							
	9.4.9	Intentionally Left Blank							
	9.4.10	Intentionally Left Blank							
	9.4.11	Pole Attachment Fee, per Foot, per Year		\$273.00			4		
	9.4.12	Innerduct		\$0.28			4		
	9.4.13	Intentionally Left Blank							
	9.4.14	Make Ready					ICB		3
	9.5	White Pages Directory Listings, Facility Based Providers							
	9.5.1	Primary Listing		No Charge		No Charge			
	9.5.2	Premium/Privacy Listings		General		General			
	9.6	Directory Assistance, Facility Based Providers							
	9.6.1	Local Directory Assistance, per Call		\$0.34			2		
	9.6.2	National Directory Assistance, per Call		\$0.385			2		
	9.6.3	Call Branding, Set-Up and Recording					Under Development		
	9.6.4	Call Branding, Set Up and Recording					Under Development		
	9.6.5	Call Completion Link, per Call			Under Development				
	9.7	Directory Assistance List Information							
	9.7.1	Initial Database Load, per Listing		\$0.05			2		
	9.7.2	Reload of Database, per Listing			20% discount off Initial Load				
	9.7.3	Daily Updates, per Listing		\$0.06			2		
	9.7.4	One-Time Set-Up Fee, per Hour				\$64.06			2
	9.7.5	Media Charges for File Delivery							
	9.7.5.1	Electronic Transmission		\$0.0020			2		
	9.7.5.2	Tapes (charges only apply if this is selected as the		\$30.00			2		
	9.7.5.3	Shipping Charges (for tape delivery)					Actual rate charged by carrier selected		
	9.8	Toll and Assistance Operator Services, Facility Based Providers,							
	9.8.1	Option A - Per Message							
	9.8.1.1	Intentionall Left Blank							
	9.8.1.2	Intentionall Left Blank							
	9.8.1.3	Intentionall Left Blank							
	9.8.1.4	Intentionall Left Blank							
	9.8.1.5	Intentionall Left Blank							
	9.8.1.6	Busy Line Verify, per Call		\$0.72			2		
	9.8.1.7	Busy Line Interrupt		\$0.87			2		
	9.8.2	Option B - Per Operator Work Second and Computer Handled Calls							
	9.8.2.1	Operator Handled, per Operator Work Second		\$0.0181			2		
	9.8.2.2	Machine Handled, per Call		\$0.13			2		
10.0	Intentionally Left Blank								

**Cricket Communications Inc.
Wireless Type 2 Exhibit A
Nebraska**

		Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
11.0	Access to Operational Support Systems (OSS)						
11.1	Intentionally Left Blank						
11.2	Intentionally Left Blank						
11.3	Daily Usage Record File, per Record	\$0.0008290			A		
12.0	Intentionally Left Blank						
13.0	Advanced Intelligent Network (AIN)						
13.1	AIN Customized Services (ACS)			ICB			3
13.2	AIN Platform Access (APA)		ICB	ICB	3		3
13.3	AIN Query Processing, per Query		ICB		3		
14.0	Line Information Database (LIDB)						
14.1	LIDB Storage			No Charge			
14.2	Line Validation Administration System Access (LVAS)						
14.2.1	LIDB Line Record Initial Load						
14.2.1.1	Up to 20,000 Line Records			\$2,601.00			1
14.2.1.2	Over 20,000 Line Records			ICB			
14.2.2	Mechanized Service Account Update, per Addition or Update Processed			ICB			
14.2.3	Individual Line Record Audit			ICB			
14.2.4	Account Group Audit			ICB			
14.2.5	Expedited Request Charge for Manual Updates			ICB			
9.15.3	LIDB Query Service, per Query	\$0.00080200			A		
9.15.4	Fraud Alert Notification, per Alert			No Charge			
15.0	8XX Database Query Service						
15.1	Basic Query, per Query	\$0.01893496			A		
15.2	POTS Translation	\$0.00000051			A		
15.3	Call Handling & Destination Feature	\$0.00000152			A		
16.0	Bona Fide Request Process						
16.1	Processing Fee			\$2,273.80			A
17.0	Intentionally Left Blank						
18.0	Intentionally Left Blank						
19.0	Construction Charges		ICB	ICB	3		3
NOTES:							
*	Unless otherwise indicated, all rates are pursuant Nebraska Public Service Commission Dockets listed below:						
A	Cost Docket C-2516 / PI-49 Effective 6/7/02						
#	Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 6/7/02. Reductions reflected in the 6/2/02 Exhibit A. All carriers will receive the voluntarily reduced rates unless they explicitly request the higher Ordered rates.						
###	Third Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 12/18/02. Reductions reflected in the 10/16/02 Exhibit A.						
1	Rates not addressed in Cost Docket (estimated TELRIC)						
2	Market Based Rates						
3	Individual Case Basis- ICB						
4	Rates based on FCC guidelines						