

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

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"). 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 Washington, that was approved by the Commission; 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 non-recurring Type 2 trunk charges.

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.

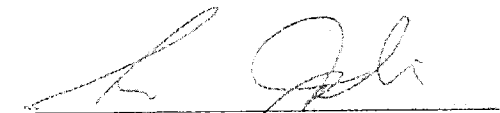
Entire Agreement

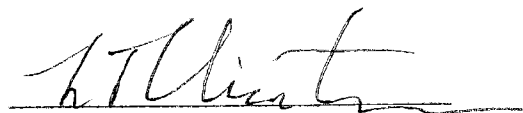
The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties,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

Qwest Corporation





Signature

Signature

Sean Soplin

L. T. Christensen

Name Printed/Typed

Name Printed/Typed

Director - IC-BH-Roaming

Director - Wholesale Contracts

Title

Title

1-31-11

2/2/11

Date

Date

Cricket Communications Inc.
Exhibit A
Washington

Select the appropriate type of contract below. For cost docket changes, leave blank:		Select Traffic Type Options		EAS / Local Traffic Reciprocal Compensation Election			Notes		
Amendment				FCC ISP Ordered					
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.0	Interconnection								
6.1	Entrance Facilities								
	6.1.1	DS1		\$76.70			A		
		6.1.1.1	Installation, Manual			\$447.65			C
		6.1.1.2	Disconnection, Manual			\$98.34			C
		6.1.1.3	Installation, Mechanized			\$438.56			C
		6.1.1.4	Disconnection, Mechanized			\$89.24			C
	6.1.2	DS3		\$314.05			A		
		6.1.2.1	Installation, Manual			\$556.56			C
		6.1.2.2	Disconnection, Manual			\$97.19			C
		6.1.2.3	Installation, Mechanized			\$547.75			C
		6.1.2.4	Disconnection, Mechanized			\$88.37			C
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	\$16.59	\$0.10		A	A	
		6.3.1.2	Over 8 to 25 Miles	\$16.59	\$0.07		A	A	
		6.3.1.3	Over 25 to 50 Miles	\$16.58	\$0.07		A	A	
		6.3.1.4	Over 50 Miles	\$16.59	\$0.14		A	A	
	6.3.2	DS1 (Recurring Fixed & per Mile)							
		6.3.2.1	Over 0 to 8 Miles	\$33.12	\$0.51		A	A	
		6.3.2.2	Over 8 to 25 Miles	\$33.12	\$0.65		A	A	
		6.3.2.3	Over 25 to 50 Miles	\$33.13	\$2.30		A	A	
		6.3.2.4	Over 50 Miles	\$33.13	\$2.70		A	A	
	6.3.3	DS3 (Recurring Fixed & per Mile)							
		6.3.3.1	Over 0 to 8 Miles	\$224.72	\$10.60		A	A	
		6.3.3.2	Over 8 to 25 Miles	\$225.41	\$11.55		A	A	
		6.3.3.3	Over 25 to 50 Miles	\$231.08	\$30.34		A	A	
		6.3.3.4	Over 50 Miles	\$233.13	\$34.70		A	A	
6.4	Multiplexing								
	6.4.1	DS1 to DS0, per Arrangement		\$175.23			A		
		6.4.1.1	Installation, Manual			\$212.11			C
		6.4.1.2	Disconnection, Manual			\$79.02			C
		6.4.1.3	Installation, Mechanized			\$202.19			C
		6.4.1.4	Disconnection, Mechanized			\$69.08			C
	6.4.2	DS3 to DS1, per Arrangement		\$170.08			A		
		6.4.2.1	Installation, Manual			\$219.60			C
		6.4.2.2	Disconnection, Manual			\$79.02			C
		6.4.2.3	Installation, Mechanized			\$209.69			C
		6.4.2.4	Disconnection, Mechanized			\$69.08			C
6.5	Trunk Nonrecurring Charges								
	6.5.1	Intentionally Left Blank							
	6.5.2	DS1 Interface							
		6.5.2.1	First Trunk			\$235.62			1
		6.5.2.1.1	Installation			\$118.94			1
		6.5.2.1.2	Disconnection						
		6.5.2.2	Each Additional Trunk			\$4.53			1
		6.5.2.2.1	Installation			\$1.11			1
		6.5.2.2.2	Disconnection						
	6.5.3	DS3 Interface							
		6.5.3.1	First Trunk			\$240.90			1
		6.5.3.1.1	Installation			\$120.20			1
		6.5.3.1.2	Disconnection						
		6.5.3.2	Each Additional Trunk			\$9.82			1
		6.5.3.2.1	Installation			\$2.37			1
		6.5.3.2.2	Disconnection						
	6.5.4	Trunk Routing Change, per Type 2 Trunk Group							
		6.5.4.1	2D Direct Final to Alternate Final			\$78.62			1
		6.5.4.2	Type 2 Routing Translation Charge			\$78.62			1
6.6	Intentionally Left Blank								
6.7	IntraMTA Traffic								
	6.7.1	End Office Call Termination, per Minute of Use		\$0.001178			#		
	6.7.2	Tandem Switched Transport, per Minute of Use		\$0.000690			#		
	6.7.3	Tandem Transmission (Recurring Fixed & per Mile)							
		6.7.3.1	Over 0 to 8 Miles	\$0.00026	\$0.00001		A	A	

Cricket Communications Inc.
Exhibit A
Washington

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	6.7.3.2	Over 8 to 25 Miles		\$0.00026	\$0.00001		A	A	
	6.7.3.3	Over 25 to 50 Miles		\$0.00026	\$0.00001		A	A	
	6.7.3.4	Over 50 Miles		\$0.00026	\$0.00001		A	A	
6.8	Intentionally Left Blank								
6.9	Miscellaneous Charges								
	6.9.1	Cancellation Charge				Qwest's Washington Access Service Tariff			
	6.9.2	Expedite Charge				Qwest's Washington Access Service Tariff			
6.10	Transit Traffic								
	6.10.1	Local Transit (Local Transit Assumed Mileage = 9 Miles)		See Tandem Switching and Tandem Transmission Rates Above.	See Tandem Switching and Tandem Transmission Rates Above.				
	6.10.2	IntraLATA Toll Transit (IntraLATA Toll Assumed Mileage = 9 Miles)		\$0.002924					
	6.10.3	Jointly Provided Switched Access		Applicable Switched Access Tariff	Applicable Switched Access Tariff				
	6.10.4	Category 11 Mechanized Record Charge, per Record		\$0.0025			1		
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 Section 13 & 20	See FCC Tariff #1 Section 13 & 20				
	9.2	Intentionally Left Blank							
	9.3	Intentionally Left Blank							
	9.4	Intentionally Left Blank							
	9.5	Intentionally Left Blank							
	9.6	Intentionally Left Blank							
	9.7	Intentionally Left Blank							
	9.8	Toll and Assistance Operator Services, Facility Based Providers,							
	9.8.1	Option A - Per Message							
		9.8.1.1	Intentionally Left Blank						
		9.8.1.2	Intentionally Left Blank						
		9.8.1.3	Intentionally Left Blank						
		9.8.1.4	Intentionally Left Blank						
		9.8.1.5	Intentionally Left Blank						
		9.8.1.6	Busy Line Verify, per Call	\$0.87			A		
		9.8.1.7	Busy Line Interrupt	\$0.35			A		
	9.8.2	Option B - Per Operator Work Second and Computer Handled Calls							
		9.8.2.1	Operator Handled, per Operator Work Second	\$0.01			A		
		9.8.2.2	Machine Handled, per Call	\$0.12			A		
10.0	Intentionally Left Blank								
11.0	Access to Operational Support Systems (OSS)								
	11.1	Development and Enhancements, per LSR Request					\$3.27		B
	11.2	Ongoing Operations, per LSR Request					\$3.76		B
	11.3	Daily Usage Record File, per Record		\$0.0011			1		
12.0	Intentionally Left Blank								
13.0	Intentionally Left Blank								
14.0	Intentionally Left Blank								

Cricket Communications Inc.
Exhibit A
Washington

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
15.0	8XX Database Query Service			\$0.012828			B		
15.1	Basic Query, per Query			\$0.000001			B		
15.2	POTS Translation			\$0.000003			B		
15.3	Call Handling & Destination Feature			\$0.00000045			B		
16.0	Bona Fide Request Process								
16.1	Processing Fee					\$1,667.18			E
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 to Washington Utilities and Transportation Commission Dockets:								
A	Generic Cost Docket, UT-960369								
B	Docket UT-003013, Part A								
C	Docket UT-003013, Part B								
E	Docket UT-003013, Part D								
#	Denotes voluntary rate reduction. These rates are not subject to true up and will be applied on a going forward basis. Deaveraged loop and subloop (distribution and feeder) rates are pursuant 37th supplemental order in Docket UT-003013.								
1	Rate not addressed in a cost proceeding (Estimated TELRIC)								
2	Market based rates not addressed in the Cost Docket.								
3	Individual Case Basis								