

**FIRST AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
ALASKA NATIVE BROADBAND 1 LICENSE, LLC AND
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T KENTUCKY
DATED NOVEMBER 10, 2005**

Pursuant to this Agreement, (the "Amendment") Cricket Communications, Inc. and BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky ("AT&T Kentucky") hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between Alaska Native Broadband 1 License, LLC and AT&T Kentucky, dated November 10, 2005 (the "Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Alaska Native Broadband 1 License, LLC, a wholly-owned subsidiary of Cricket Communications, Inc., a Delaware Corporation ("Cricket"), has concurrently herewith assigned the Interconnection Agreement to Cricket. The assignment is attached hereto as an exhibit. The Interconnection Agreement is hereby amended to reflect the assignment and name change.
2. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
3. All of the other provisions of the Interconnection Agreement, dated November 10, 2005, shall remain in full force and effect.
4. This Amendment shall be filed with and is subject to approval by the Kentucky Public Service Commission and shall be effective upon approval by such Commission.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the dates indicated below.

**BellSouth Telecommunications, Inc.
by AT&T Operations, Inc. its
authorized agent**

By: Kathy Wilson-Chu

Kathy Wilson-Chu
Name

Director
Title

Date: 10/31/07

Cricket Communications, Inc.

By: [Signature]

[Signature]
Name

Director of IC
Title

Date: 10/26/07

**ASSIGNMENT OF
CELLULAR/ PCS INTERCONNECTION AGREEMENT
by and between
Alaska Native Broadband 1 License, LLC
And
BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky**

Alaska Native Broadband 1 License, LLC hereby assigns the Cellular/PCS Interconnection Agreement by and between itself and BellSouth Telecommunication, Inc., d/b/a AT&T Kentucky ("the Agreement"), and all of its attendant terms, conditions, rights, remedies and obligations to Cricket Communications, Inc.

On behalf of Alaska Native Broadband 1 License, LLC, the assignor, I agree to the assignment of the Agreement to Cricket Communications, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
Pam Graf
Director of IC
10/26/07

On behalf of Cricket Communications, Inc., the assignee, I agree to the assignment of the Agreement as set forth above.

Cricket Communications, Inc.
Signature: _____
Name: _____
Title: _____
Date: _____
Pam Graf
Director of IC
10/26/07

On behalf of AT&T I consent to the assignment of the Agreement as set forth above.

BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky

Signature: _____
Name: _____
Title: _____
Date: _____
Kathy Wilson-chu
Kathy Wilson-chu
Director
10/31/07