



at&t

WHOLESALE AGREEMENT

Customer Name: Cricket Communications, Inc.

Cricket Communications, Inc. adoption of Sprint in Kentucky	2
Adoption Papers	3
Signature Page	6

CLEC Agreement with:
Cricket Communications, Inc.

ADOPTION AGREEMENT

This Agreement, which shall be effective as of September 5, 2008 ("Effective Date"), is entered into by and between Cricket Communications, Inc. ("Cricket"), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky ("AT&T Kentucky"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, pursuant to Section 252(i) of the Act, Cricket has requested that AT&T make available the interconnection agreement by and between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. (collectively referred to as "Sprint CLEC") and Sprint Spectrum L.P. and SprintCom, Inc., the two foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") Interconnection Agreement ("the Kentucky Agreement"), dated January 1, 2001 for the state of Kentucky.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Cricket and AT&T hereby agree as follows:

1. Cricket and AT&T Kentucky shall adopt in its entirety the Kentucky Agreement, as defined above, dated January 1, 2001, and any and all amendments to said agreement, executed and approved by the appropriate state regulatory commission, as of the date of the execution of this Agreement. The Kentucky Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of the Kentucky Agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Table of Contents – Cricket	1
Title Page – Cricket	1
Adoption Papers – Cricket	4
Sprint Agreement	809
Amendment dated 05/07/03	2
Amendment dated 08/26/03	4
Amendment dated 12/03/03	18
Amendment dated 06/03/04	2
Amendment dated 08/23/04	2
Amendment dated 01/19/05	3
Amendment dated 02/02/05	20
Amendment dated 02/02/05	12
Amendment dated 04/27/06	293

Amendment dated 10/16/06	4
Amendment dated 10/30/07	3
Amendment dated 12/04/07	3
TOTAL	1181

2. The term of the adopted Agreement by and between Cricket and AT&T Kentucky ("the Cricket Agreement") shall be from the Effective Date, as set forth above, and shall expire on December 28, 2009, consistent with the amendment to the Kentucky Agreement that was effective as of October 30, 2007.

4. Cricket and AT&T Kentucky shall accept and incorporate into the Cricket Agreement any amendments to the Kentucky Agreement that are executed by AT&T Kentucky and Sprint CLEC and Sprint PCS prior to the Effective Date of this Agreement as a result of any final judicial, regulatory, or legislative action.

5. AT&T Kentucky is executing this Adoption Agreement pursuant to the Kentucky Public Service Commission Order in Case No. 2008-00331 (the "KPSC Order"). In entering into this Adoption Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this Adoption Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to the KPSC Order and any other orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this Adoption Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of future government regulation or other action.

6. For purposes of this Adoption Agreement, every notice, consent or approval of a legal nature, required or permitted by this Adoption Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or e-mail if an e-mail address is listed below, addressed to:

AT&T
Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Four AT&T Plaza
Dallas, TX 75202-5398
Fax Number: 214-464-2006

and

Cricket Communications, Inc.

Mr. Dan Graf
Director of Interconnection
10307 Pacific Center Court
San Diego, CA 92121
Phone: 858-882-9193
Email: dgraf@cricketcommunications.com

Second Notice Contact:
General Counsel
10307 Pacific Center Court
San Diego, CA 92121
Phone: 858-882-6000

Notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails. Notice by e-mail shall be effective on the date sent.

For purposes of the Cricket Agreement, every notice, consent or approval of a legal nature, required or permitted by that agreement shall be consistent with the Notice provision of that agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

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

Cricket Communications, Inc.

By: Kathy Wilson-Chu

By: 

Name: Kathy Wilson-Chu

Name: Colin Holland

Title: Director

Title: SVP Eng + Tech Ops

Date: 9/19/08

Date: 9/18/08