

**Triennial Review Order and Triennial Review Remand Order
("TRO/TRRO") Amendment
to the Interconnection Agreement between
Qwest Corporation d/b/a CenturyLink QC and
Cricket Communications, Inc.
for the
State of Utah**

This is an Amendment ("Amendment") to incorporate the Triennial Review Order ("TRO") and the Triennial Review Remand Order ("TRRO") into the Interconnection Agreement between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Cricket Communications, Inc., a subsidiary of AT&T Mobility II, LLC ("Cricket"). Cricket and CenturyLink shall be known jointly as the "Parties."

RECITALS.

WHEREAS, Cricket and CenturyLink entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to herein as the "Agreement") for services in the state of Utah which was approved by the Utah Commission ("Commission"); and

WHEREAS, the Federal Communications Commission ("FCC") subsequently promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand* (Triennial Review Remand Order) (FCC 04-290) ("TRRO"), effective March 11, 2005, which further modified the rules governing CenturyLink's obligation to make UNEs available to wireless carriers under Section 251(c)(3) of the Act; and

WHEREAS, the TRO and TRRO Decision, individually and together ("Decisions") materially modify CenturyLink's obligations under the Act with respect to, among other things, CenturyLink's requirement to offer access to SS7 signaling as an unbundled network element under the terms and conditions of an interconnection agreement; and

WHEREAS, May 13, 2003 the U.S. District Court in Colorado issued an entry of judgment and order affirming a private arbitration award finding that Cricket and its affiliates are not required to pay CenturyLink and its affiliates for any SS7 signaling or ISUP charges, and that such charges are not set forth or contemplated under the Parties' existing Agreement(s), and that continued assessment of such charges would constitute a "continuing violation" of the Agreement(s).

WHEREAS, the Parties wish to amend the Agreement to incorporate certain terms which reflect specific principles articulated by the FCC in the Decisions hereby agree to do so under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of 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:

I. Amendment Terms.

The Agreement is hereby amended by deleting Section (B)2.2.6.1 of the Agreement, and replacing it with the language set forth in Attachment 1, attached hereto and incorporated herein by this reference.

II. Limitations.

Nothing in this Amendment shall be deemed an admission by CenturyLink or Cricket concerning the interpretation or effect of the Decisions, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop CenturyLink or Cricket from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decisions should be changed, vacated, dismissed, stayed or modified.

III. Conflicts.

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section III.

IV. Scope.

This Amendment shall amend, modify and revise the Agreement only to the extent such revisions are specifically set forth in Section I and Attachment 1 of this Amendment. Other than specific revisions described in Section I Attachment 1 of this Amendment the terms and provisions of the Agreement shall remain in full force and effect after the execution date.

V. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission. The Parties agree to implement the provisions of this Amendment upon execution ("execution date").

VI. Further Amendments.

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.

VII. 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 d/b/a CenturyLink QC

Signature

Signature

Sheila Paananen
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

Lead Carrier Relations Manager
Title

Director – Wholesale Contracts
Title

Date

Date

Attachment 1

New Section 1.0, Part D

1.0 Unbundled Network Elements

1.1 This amendment modifies Section (B)2.2.6.1 of the Parties Agreement to remove a reference to UNEs and to clarify that Out of Band SS7 signaling will be provided by CenturyLink as a finished service pursuant to the terms of CenturyLink Local Operating Companies Tariff No. 11.

1.2 As of the execution date of this Amendment, Cricket shall not order, and CenturyLink will not provide, any SS7 signaling on an unbundled basis pursuant to Section 251 of the Act:

1.3 Existing services.

1.3.1 Under the current Interconnection Agreement Cricket currently receives unbundled SS7 signaling from CenturyLink without charge pursuant to the reciprocal traffic exchange provisions (Part B) of the Agreement. Within ninety (90) calendar days of execution of this Amendment, Cricket will submit orders to CenturyLink to transition its SS7 signaling to the applicable tariff rates, terms and conditions. Within thirty (30) calendar days of submitting orders as discussed in this Section 1.3.1, Cricket will file a Percent Other Message ("POM") factor based on its internal data to apply to services received under the applicable tariff (FCC Tariff No.11). CenturyLink will review Cricket's filing and if it comports to CenturyLink's review of data for actual traffic exchanged between the Parties, agree to it and implement it pursuant to the tariff.

1.3.2 If Cricket does not issue orders to CenturyLink within 90 days of execution of this Amendment, CenturyLink will make the conversion to the applicable tariff pricing for SS7 signaling within the next 30 days thereafter. CenturyLink will not charge Cricket for any costs, fees or expenses arising from such conversion.

New Section (B)2.2.6.1

(B)2.2.6 Signaling Options

(B)2.2.6.1 SS7 Out of Band Signaling

SS7 Out of Band Signaling (SS7) is required to be used for Type 2 trunks. SS7 should be requested on the order for new Type 2 trunks. SS7 signaling may not be used on Type 2 Equal Access trunks, unless the SS7 Cell Feature has been deployed in affected End Offices. In offices where the SS7 Cell Feature has been deployed, the Parties will use SS7 for all Type 2 trunks.

Common Channel Signaling Access Capability (CCSAC) Links are available as a finished service from the CenturyLink Local Operating Companies FCC Tariff No. 11, or may be ordered from a third party.